

# September 9, 2019 - September 15, 2019

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
	6	7	8	9	10	11
	12	13	14	15	16	17
	18	19	20	21	22	23
	24	25	26	27	28	29
	30	31				

## Monday, September 9

- **12:00pm - 1:00pm Conference Call with Ellen Seivert - Jane** (Tax Appeal Room #116) - Baker, Kyler
- **1:30pm - 2:30pm Expo Park Updates with Susan Shannon - All** (Commission Chambers) - Baker, Kyler
- **2:45pm - 6:45pm Strategic Planning Session with CC Mental Health Local Advisory Council - Jane** (Benefis West Campus 500 15th Avenue South) - Weber, Jane

## Tuesday, September 10

- **9:30am - 10:30am Commission Meeting - All** (Commission Chambers) - Fogerty, Bonnie
- **10:30am - 2:00pm Strategic Planning Session with CC Mental Health Local Advisory Council - Jane** (Benefis West Campus 500 15th Avenue South) - Weber, Jane
- **3:00pm - 4:30pm Meeting with Sean Higginbotham and Trisha Garnder - Jane** (CCHD) - Weber, Jane

## Wednesday, September 11

- **9:30am - 2:30pm Meeting with Lynette Scriver - Jane** (CC) - Weber, Jane
- **11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe** (Holiday Inn) - Briggs, Joe
- **12:00pm - 1:30pm HPAC Meeting - Jane** (Civic Center)
- **4:00pm - 5:30pm Meeting with Nancy Morgan - Jane** (Civic Center) - Weber, Jane

## Thursday, September 12

- **9:00am - 10:00am BO/Grant Updates with Mary Embleton - All** (Commission Chambers) - Fogerty, Bonnie
- **10:30am - 12:00pm Mental Health Crisis Steering Committee Meeting - Joe** (C4MH Office) - Fogerty, Bonnie
- **2:30pm - 5:00pm Out of Office - Jane** (OO) - Weber, Jane

## Friday, September 13

- **9:00am - 11:00am Meeting with Clayton Johnson - All** (Commission Chambers) - Baker, Kyler

## Saturday, September 14

## Sunday, September 15

# September 16, 2019 - September 22, 2019

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## Monday, September 16

- **9:00am - 10:00am Staff Meeting - All** (Commission Chambers) - Fogerty, Bonnie
- **10:00am - 11:30am Interdisciplinary Child Information & School Safety Team** (Commission Chambers - Court House Annex) - Baker, Kyler
- **2:00pm - 3:00pm Library Presentation with Susie McIntyre - ALL** (Commission Chambers) - Baker, Kyler

## Tuesday, September 17

- **10:00am - 11:00am Department of Technology Updates - All** (Tax Appeal Room #116) - Fogerty, Bonnie
- **11:00am - 5:00pm Out of Office - Jane** (OOO) - Weber, Jane

## Wednesday, September 18

- **8:00am - 12:00pm Out of Office - Jane** (OOO) - Weber, Jane
- **8:00am - 10:00am GFDA Executive Committee Meeting - Joe** (2nd Floor Boardroom) - Briggs, Joe
- **11:30am - 1:00pm Alluvion Board Meeting - Jim** (Courthouse Annex - Room 116) - Besich, Trista K.
- **11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe** (Holiday Inn) - Briggs, Joe
- **2:00pm - 3:00pm Work Session - All** (Commission Chambers) - Fogerty, Bonnie
- **3:00pm - 5:00pm Opportunity Inc. Board Meeting - Jim** (Opportunity Inc. Office) - Fogerty, Bonnie

## Thursday, September 19

- **10:00am - 2:00pm Drive Thru - Prevent the Flu - All** (ExpoPark) - Fogerty, Bonnie
- **10:00am - 11:30am Senior Center Board Meeting - Jim** (Senior Center) - Fogerty, Bonnie
- **2:00pm - 3:00pm Western Region NACO Conference** (Joe's office) - Briggs, Joe

## Friday, September 20

- **11:30am - 2:30pm CONFIRMED Facilitation for Lacey Hallett - Jane**
- **12:00pm - 1:30pm NACo Executive Committee Conference call - Joe** - Briggs, Joe

## Saturday, September 21

## Sunday, September 22

- **12:00am MACo 110th Annual Meeting - All** (Heritage Inn, Great Falls) - Fogerty, Bonnie

AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the  
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 08/17/2019

**PRESENTED BY:** Cascade County Clerk & Recorder/Auditor

**The Board of County Commissioners has approved invoices and accounts payable checks # 297630 through #297790 totaling \$808,419.63 and EFT's #91011279 through 9101280 totaling \$57,345.92 for an A/P total of \$865,765.55 dated 08/19/19 thru 08/23/19.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the  
**CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 08/24/2019**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks # 297791 through #297992 totaling \$511,124.64 and EFT's #9101281 through 9101285 totaling \$93,476.47 for an A/P total of \$604,598.11 dated 08/26/19 thru 08/30/19.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

September 10, 2019

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:**                      Gore Hill Fire Fee Service Area

**PRESENTED BY:**        Commission

---

**Gore Hill Fire Fee Service Area**

<b><u>Applicant(s)</u></b>	<b><u>Vacancies (2)</u></b>	<b><u>Term Expiration(s)</u></b>
Stephanie Castellano	_____	May 31, 2021 ( <i>Fill Remainder of Term</i> )
Jesse E Oldham Jr.	_____	May 31, 2022

September 10, 2019

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:**                      Gore Hill Fire Fee Service Area

**PRESENTED BY:**        Commission

---

**Gore Hill Fire Fee Service Area**

<b><u>Applicant(s)</u></b>	<b><u>Vacancies (2)</u></b>	<b><u>Term Expiration(s)</u></b>
Stephanie Castellano	_____	May 31, 2021 ( <i>Fill Remainder of Term</i> )
Jesse E Oldham Jr.	_____	May 31, 2022

September 10, 2019

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:**                      Gore Hill Fire Fee Service Area

**PRESENTED BY:**        Commission

---

**Gore Hill Fire Fee Service Area**

<b><u>Applicant(s)</u></b>	<b><u>Vacancies (2)</u></b>	<b><u>Term Expiration(s)</u></b>
Stephanie Castellano	_____	May 31, 2021 ( <i>Fill Remainder of Term</i> )
Jesse E Oldham Jr.	_____	May 31, 2022

September 10, 2019

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:**                      Gore Hill Fire Fee Service Area

**PRESENTED BY:**        Commission

---

**Gore Hill Fire Fee Service Area**

<b><u>Applicant(s)</u></b>	<b><u>Vacancies (2)</u></b>	<b><u>Term Expiration(s)</u></b>
Stephanie Castellano	_____	May 31, 2021 ( <i>Fill Remainder of Term</i> )
Jesse E Oldham Jr.	_____	May 31, 2022

September 10, 2019

Contract #19-137

**Agenda Action Report**  
Prepared for the  
**Cascade County Commission**

**ITEM:** Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension

**INITIATED AND PRESENTED BY:** Katrin Finch, Agent  
Rose Malisani, Agent  
Jerrica Seilstad, Agent

**ACTION REQUESTED:** Approval of Contract #19-137

---

**SYNOPSIS:** Cascade County will contribute funds for the support of Montana State University Extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget.

**EFFECTIVE:** July 1, 2019 – June 30, 2020

**AMOUNT:** \$228,152.00

**RECOMMENDATION:**

The Commissioners Approve Contract #19-137, Extension Services Agreement.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission approve Contract #19-137, Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2019 – June 30, 2020 for the total of \$228,152.00.

**MOTION TO DISAPPROVE:**

“Madam Chair, I move the Cascade County Commission disapprove Contract #19-137, Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2019 – June 30, 2020 for the total of \$228,152.00.”

September 10, 2019

Contract #19-132

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Toole County

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract 19-132

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** August 14, 2019 – August 13, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract 19-132

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract 19-132, FICMMR – MOU Toole County.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 19-132, FICMMR – MOU Toole County.

**September 10, 2019**

**Contract #19-133**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Teton County Health Department

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract #19-133

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** August 5, 2019 – August 4, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract #19-133

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-133, FICMMR – MOU Teton County Health Department.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-133, FICMMR – MOU Teton County Health Department.

**September 10, 2019**

**Contract #19-134**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Meagher County

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract #19-134

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** August 20, 2019 – August 19, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract #19-134

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-134, FICMMR – MOU Meagher County.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-134, FICMMR – MOU Meagher County.

**September 10, 2019**

**Contract #19-135**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Chouteau County

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract #19-135

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** August 21, 2019 – August 20, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract #19-135

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-135, FICMMR – MOU Chouteau County.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-135, FICMMR – MOU Chouteau County.

**September 10, 2019**

**Contract #19-136**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Pondera County

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract #19-136

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** August 23, 2019 – August 22, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract #19-136

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-136, FICMMR – MOU Pondera County.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-136, FICMMR – MOU Pondera County.

**September 10, 2019**

**Contract #19-138**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** FICMMR – MOU  
Glacier County

**INITIATED AND PRESENTED BY:** Jo-Viviane Jones  
Family Health Services Division Manager

**ACTION REQUESTED:** Approval of Contract #19-138

---

**BACKGROUND:**

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

**TERM:** September 1, 2019 – August 31, 2020

**AMOUNT:** N/A

**RECOMMENDATION:** Approval of Contract #19-138

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Contract #19-138, FICMMR – MOU Glacier County.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-138, FICMMR – MOU Glacier County.

September 10, 2019

AGENDA #1

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM</b>	<b>Public Meeting for the Staff Report for Preliminary Plat of Parcel No.1 and the Remaining Tract of Certificate of Survey #3201 (AKA Eli Subdivision)</b>
<b>INITIATED BY</b>	<b>Ronald &amp; Spence Eli</b>
<b>SUBJECT</b>	<b>Proposed Minor Preliminary Plat, Eli Subdivision, located in the NE ¼ SW ¼ Section 24, T. 21 N., R. 1 E., P.M.M. Cascade County, Montana. Parcel Number: 0005725400 and Geocode:02-3136-24-3-03-05-0000.</b>
<b>EXISTING ZONING</b>	<b>Mixed Use (MU) District</b>
<b>ACTION REQUESTED</b>	<b>Subdivision Review</b>
<b>PURPOSE</b>	<b>To remove an agricultural covenant on a 3.987-acre lot. No additional lots would be created with the approval of the Eli Subdivision.</b>
<b>SURROUNDING LAND USES:</b>	<b>North: Residential lots and Vaughn Public School, Couch Ave South: Valley Country Store, Darryl's Tire &amp; Service Center, US Hwy 89 East: Silver Spur Saloon, accessory use lot, and Mobile Home Park West: Valley Country Store, Residential</b>
<b>RECOMMENDATION</b>	<b>Preliminary Plat Approval of the Eli Subdivision.</b>
<b>PRESENTED BY</b>	<b>Sandor Hopkins, Interim Planning Director</b>

---

**CASCADE COUNTY BOARD OF COMMISSIONERS**

PLANNING STAFF: Report and Recommendations  
REGARDING: Commission Public Meeting on September 10, 2019  
SUBJECT: Eli Subdivision Preliminary Plat  
PRESENTED BY: Sandor Hopkins, Interim Planning Director

**GENERAL INFORMATION**

Applicant/Owner: Ronald & Spence Eli  
Property Location: NE ¼ SW ¼ of Section 24, Township 21 North, Range 1 East, P.M.M.  
Cascade County, Montana. Parcel Number: 0005725400 and  
Geocode:02-3136-24-3-03-05-0000.  
Existing Zoning: Mixed Use (MU) District  
Requested Action: Subdivision Review  
Purpose: To remove an agricultural covenant on a 3.987 acre lot. No additional lots  
would be created with the approval of the Eli Subdivision.  
Existing Land Use: The parcel is currently undeveloped.

**SURROUNDING LAND USES**

North: Residential lots and Vaughn Public School, Couch Ave  
East: Silver Spur Saloon, accessory use lot, and Mobile Home Park  
South: Valley Country Store, Darryl's Tire & Service Center, US Hwy 89  
West: Valley Country Store, Residential

**SPECIAL INFORMATION**

1. The Cascade County Commission is in receipt of a preliminary plat application from Ronald & Spence Eli to remove an agricultural covenant and approve the Preliminary Plat of Parcel No. 1 and the Remaining Tract of Certificate of Survey #3201, referred to in this staff report as "Eli Subdivision Preliminary Plat." This proposed subdivision is located in the NE ¼ SW ¼ of Section 24, Township 21 North, Range 4 East, P.M.M. Cascade County, Montana.
2. The application was submitted on July 2, 2019 and deemed sufficient for review on August 5, 2019.
3. Attached is a copy of the subdivision preliminary plat application and supplemental materials, which will remove the agricultural covenant on a 3.987 acre parcel.

## **CONCLUSION**

This proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations.

## **RECOMMENDATIONS**

The following recommendations are provided for the Board's consideration:

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact, and **deny** the Preliminary Plat of Parcel No. 1 and the Remaining Tract of Certificate of Survey #3201;

or:

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact, and **approve** the Preliminary Plat of Parcel No. 1 and the Remaining Tract of Certificate of Survey #3201, subject to the following conditions:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of any lien holders or claimants of record against the land (76-3-612 Montana Code Annotated (2017)).
4. Pursuant to 7-22-2152, Montana Code Annotated (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development to then be filed in conjunction with the final plat.
5. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of any road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver will expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.

Attachments: Findings of Fact  
Subdivision Preliminary Plat Application

c: Ronald & Spence Eli  
Matt Morris, Morris Land Surveys

**FINDINGS OF FACT FOR THE PRELIMINARY PLAT OF THE PLAT OF PARCEL NO. 1 AND THE REMAINING TRACT OF CERTIFICATE OF SURVEY #3201, HEREINAFTER REFERRED TO AS ELI SUBDIVISION, APPLICATION LOCATED IN SECTION 24, TOWNSHIP 21 NORTH, RANGE 1 EAST, P.M.M., CASCADE COUNTY, MONTANA**

The subdivision application requesting preliminary plat approval for the Eli Subdivision was received on July 2, 2019. It was determined to contain all required components sufficient for adequate review on August 5, 2019 and scheduled for a public meeting for the Cascade County Planning Board on August 20, 2019 pursuant to statutory requirements. Adjacent owners were mailed notice of the Planning Board and Commissioner's hearings on August 7, 2019, and Interested Agencies were solicited for comment on the same day.

The Cascade County Planning Board held a public hearing on August 20, 2019, during which this subdivision application was discussed. No members of the public provided comment and the Planning Board recommended approval with a vote of 6-0.

Ronald & Spence Eli, request the removal of the agricultural covenant and preliminary plat approval for a single lot. The exemption restricts future use of the property to agricultural purposes and is revocable "only by mutual consent of the governing body and the property owner... (76-3-201 (1) (f) (Montana Code Annotated (2017)))". This subdivision application will remove the agricultural use restriction on the property. The total acreage of the parcel with the restriction is 3.987 acres. The parcel number is 0005725400 and the geocode is 02-3136-24-3-03-05-0000.

**I. PRIMARY REVIEW CRITERIA**

**Effect on Agriculture**

The proposed subdivision is presently undeveloped. It is currently zoned Mixed Use (MU) and borders other Mixed Use (MU) zoned properties that are used varyingly for residences, businesses, and a school. The lot is currently accessed from Couch Ave and US Hwy 89, AKA MT-200.

The soil is Havre loam, saline, and Lallie silty clay loam, and is not considered prime farmland or farmland of statewide importance.

**Effect on Local Services**

The proposed subdivision receives law enforcement services from the Cascade County Sheriff's Department and fire protection from the Vaughn Fire Department. The project is exempt from onsite fire cistern requirements per 10-15(E) of the Cascade County Subdivision Regulations, as fire protection measures are only needed when creating four (4) or more lots, or in subsequent minor subdivisions of three (3) or more lots. This subdivision would not create any new lots.

A letter requesting comments was sent to the Vaughn Volunteer Fire Department Chief by certified mail on August 7, 2019 and any response received from them will be forwarded to the

The subdivision meets requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

### **III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY**

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly, and independent lifestyle currently enjoyed by Cascade County's citizens, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions to meet DEQ regulations, and by complying with a weed management plan. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

#### **SETBACK STANDARDS**

The minimum standards for future development must comply with the Cascade County Zoning Regulations.

#### **SLOPE STANDARDS**

Development on slopes exceeding twenty-five percent (25%) is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

#### **OFF-STREET PARKING STANDARD**

All parking for future development in the proposed subdivision will be required to be on the premises and entirely off street.

#### **RESIDENTIAL DEVELOPMENT STANDARD**

The minimum standards for future development must comply with the Cascade County Zoning Regulations.

#### **SOIL EROSION STANDARD**

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties or roads. Future change of use for the property will require review by the Department of Environmental Quality to ensure compliance with statute.

#### **SOILS LIMITATIONS STANDARD**

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

#### **ROAD ACCEPTANCE AND MAINTENANCE POLICY**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM</b>	<b>Public Meeting for Final Plat Approval of River Bend Estates Major Subdivision</b>
<b>INITIATED BY</b>	<b>Rick &amp; Judy Higgins, Higgins Enterprises LTD</b>
<b>ACTION REQUESTED</b>	<b>Final Plat Approval for River Bend Estates Major subdivision</b>
<b>PRESENTED BY</b>	<b>Sandor Hopkins, Interim Planning Director</b>

---

**BACKGROUND:** Rick and Judy Higgins, Higgins Enterprises LTD, request final plat approval for River Bend Estates major subdivision consisting of twelve (12) residential lots, ranging in size from 2.0 acres to 2.27 acres, one parkland lot of 1.62 acres, and a remaining tract of 143.02 acres. Eleven (11) of these lots will be dedicated to Single Family Residences, and on, Lot 6, is being designed for a Duplex. The property lies within the Suburban Residential Two (SR2) zoning district and the total acreage of the proposed site is 170.07 acres. Access to the proposed subdivision lots will be via two separate approaches from Flood road and an internal subdivision road system, Cascade County Road and Bridge Division has approved approaches for both points of access. The lots have been reviewed by the Department of Environmental Quality for water, wastewater, and stormwater approvals. This application received preliminary plat approval by the County Commission on November 13, 2018. The preliminary plat approval had nineteen (19) conditions that needed to be met prior to final plat approval as listed below. Due to time constraints, the applicant has filed a Letter of Credit as part of a Public Improvements Agreement to satisfy the completion of condition 16 in accordance with Section 3-7 of the Cascade County Subdivision Regulations. No structures may be built until the Fire Suppression System has been approved by the Gore Hill Volunteer Fire Chief. Staff has deemed the submitted materials complete for the approval and filing of the Final Plat application.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017).
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat.
5. Causing to be recorded in conjunction with the final plat homeowners' association

documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.

6. Causing to be recorded on the plat a statement concerning limited public services.
7. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.
8. Causing to be recorded on the plat an Agriculture Notification statement.
9. A lot dedicated to parkland and the homeowner's association, no smaller than 1.27 acres, or 1.62 acres as shown on the preliminary plat.
10. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Flood Road, or any county road in the vicinity used to access the major subdivision, River Bend Estates, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.
12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.
14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.
15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
16. A 16,000 Gallon fire suppression cistern installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times.

17. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to insure the equipment is being properly maintained.
18. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal.
19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

**CONCLUSION:** The proposed subdivision meets the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations and the applicant has fulfilled all the conditions of approval.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

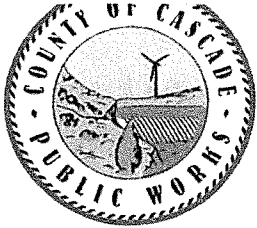
**MOTION TO DENY:** I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** The Final plat for River Bend Estates major subdivision.

**MOTION TO APPROVE:** I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** The Final plat for River Bend Estates Major subdivision due to the nineteen (19) conditions being met.

cc: Rick and Judy Higgins, Higgins Enterprises LTD  
Jason Crawford, Triple Tree Engineering

Attachments:

Final Plat Application



# Subdivision Final Plat Approval Form

Cascade County Public Works Department  
Planning Division  
121 4<sup>th</sup> St No, STE 2H/I, Great Falls MT 59401  
Phone: 406-454-6905 Fax: 406-454-6919

## OFFICE USE ONLY

Application #: \_\_\_\_\_

Fee for Major: \$400 54

Date Form Received: 8-26-2019

Payment: Check (#) 7605 Cash N/A

Type of Subdivision: Major

Final Approval/Rejection Date: \_\_\_\_\_

Date: August 23, 2019

1. Name of Subdivision: River Bend Estates
2. Location: \_\_\_\_\_ 1/4 Section 34 Township 20N Range 3E  
For Amended Plats: Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Subdivision
3. Name of Subdivider: Higgins Enterprises, LLC LTD.  
Mailing Address: PO Box 322  
City: Ulm State: MT Zip: 59485 Phone #: 406 788 4806
4. Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney)  
Name of Representative(s): Jason Crawford - Triple Tree Engineering  
Mailing Address: 3102 Old Broadwater Lane  
City: Helena State: MT Zip: 59601 Phone #: 406 461 2115
5. Descriptive Data:
  - a. Gross area in acres 170.07
  - b. Number of lots or rental spaces 12 Residential, 1 Parkland, 1 Remainder
  - c. Existing zoning or other regulations SR2
6. Date Preliminary Plat Approved: November 13, 2018
7. Any Conditions? Yes (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? Yes (If Yes, attach a copy.)



8/27/2019

Sandor Hopkins  
Cascade County Planning  
121 4<sup>th</sup> St. N, Suite 2 H/I  
Great Falls, MT 59401

**RE: River Bend Estates Final Plat Application**

Dear Sandor:

We are submitting the final plat application for the River Bend Estates Subdivision. Per the conditional approval letter you sent on November 13, 2018, we have addressed the 19 conditions, and following is a description of how each condition has been addressed. The Final Plat application is included with this letter along with the referenced exhibits.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;  
Dale Scheaffer, PLS, has reviewed and certified the final plat. All errors/omissions have been corrected. Full size copies (two 24"x36" mylar copies and three 24"x36" paper copies) of the Final Plat are included.
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;  
Title certificates for the land included in the subdivision are included with this letter as Exhibit A.
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612);  
The certificate of title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land is included in Exhibit A.
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;  
Covenants for the Final Plat, including a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting



11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;

The Road Certification Letter is included as Exhibit C.

12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads;

Cascade County will add this statement to the plat.

13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;

Setbacks are included in the covenants, Exhibit B, under Article VII.1.C.

14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;

The COSA is included as Exhibit D.

15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenants may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;

The Declaration of Covenant is included on the final plat.

16. A 16,000 Gallon fire suppression cistern installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners' association maintain an accessible approach for access to the cistern at all times;

The cistern is currently under construction and will be constructed in accordance with the requirements stated on the approved road construction plans. The County has agreed to allow the Developer to bond for the remaining construction cost of the tank as long as the tank is finished prior to development of any of the lots. The Subdivision Improvement Agreement is included as Exhibit E.

**EXHIBIT A**  
**Title Report & Deed**

## ISSUING OFFICE:

Title Officer: Doris Eckenstein  
 Chicago Title Company, LLC  
 101 River Dr N  
 Great Falls, MT 59401  
 Phone: 406-453-7622 Fax: 406-761-0719  
 Main Phone: (406)453-7622  
 Email: Doris.Eckenstein@ctt.com

## SCHEDULE A

Liability	Premium	Tax
\$5,000.00	\$150.00	\$0.00

Effective Date: August 14, 2019 at 05:00 PM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

A tract of land located within the boundaries of Tract 1A of Certificate of Survey No. S-0005179, described as follows:

Beginning at the West Quarter Section corner of Section 34, Township 20 North, Range 3 East, PMM;  
 Thence S01°38'E, 5.71 feet to the center of Flood Road, the True Point of Beginning;  
 Thence N56°31'E, 10.3 feet; thence N56°31'E, 500.7 feet along said centerline;  
 Thence N50°27'E 287.9 feet along said centerline; thence N47°34'E, 413.4 feet along said centerline;  
 Thence N42°26'W 30.0 feet to the west right of way limit of Flood Road;  
 Thence 148.31 feet along a 1489.13 radius curve with a chord bearing of N45°26'E;  
 Thence S42°25'E, 1165.4 feet; thence N39°51'E, 831.7 feet; thence S01°57'E, 648.7 feet;  
 Thence S01°57'E, 1946.6 feet to the South Quarter Section corner of Section 34, T20N, R3E;  
 Thence N89°58'W, 1875.4 feet; thence N89°58'W, 20.0 feet to the edge of the Missouri River;  
 Thence N18°41'W, 117.0 feet along said river; thence N43°51'W, 136.9 feet along said river;  
 Thence N64°03' W, 220.0 feet along said river; thence N78°37'W, 32.6 feet along said river;  
 Thence S85°30'W, 64.1 feet along said river; thence N80°53'W, 89.6 feet along said river;  
 Thence N76°35'W, 92.9 feet along said river; thence N88°12'W, 79.2 feet along said river;  
 Thence N71°18'W, 21.9 feet along said river; thence N85°54'W, 25.9 feet along said river;  
 Thence S81°44'W, 54.4 feet along said river; thence N01°38'W, 15.0 feet; thence N01°38'W, 2219.8 feet  
 to the True Point of Beginning of Tract of Record 1A to be known as River Bend Estates Major Subdivision  
 and River Bend Estates Subdivision Phase 2.

Title to said real property is vested in:

Higgins Enterprises, LTD

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

**SCHEDULE B**  
(continued)

## 13. Plats are subject to:

## a) DEDICATION

The above described of land is to be known and designated as River Bend Estates, and the land included in all streets, avenues, alleys, and parks or public squares are hereby granted and donated to the use of the public forever.

## b) DECLARATION OF COVENANT

This declaration made on the date hereafter set forth, by Higgins Enterprises LTD, Owner and Subdivider.

## c) WITNESSETH

That whereas, declarant is the owner of certain property known as River Bend Estates Phase 2 in Cascade County, State of Montana, which is described on the attached plat. Now therefore, Higgins Enterprises LTD, owner of the subject property hereby declares that all of the properties described above shall be held, sold and conveyed subject to covenants which shall run with the real property and be binding on all parties having any heirs, successor and assigns, and shall bind each owner thereof. The covenants may be revoked for any and all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County, Montana; and

## d) DECLARATION OF IMPROVEMENTS GUARANTEE

We, Rick and Judy Higgins, the undersigned authorized representatives of Higgins Enterprises LTD, owner of the subject property and subdivider, do hereby agree and consent to the terms and conditions of the attached "IMPROVEMENTS Guarantee" issued by Cascade County; and

## e) UTILITY EASEMENTS PER THIS PLAT

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever; and

## f) NOTICE OF AGRICULTURAL ACTIVITIES

This subdivision is in the vicinity of existing agricultural activities which may affect a purchaser's use and/or enjoyment of his/her property; and

## g) STATEMENT OF LIMITED PUBLIC SERVICES

Certain public services such as, but not limited to school busing, snow plowing, and road maintenance may not be provided by Cascade County; and

## h) WAIVER TO PROTEST BID

For each and every lot in this subdivision, we the undersigned owners of said property hereby, waive, release, and remiss the right to protest, as defined by MCA 7-12-2019 through 7-12-2112 (2014), and further hereby assents to any creation or extension of a rural improvement district, as defined by Title 7, Chapter 12, Part 21, MCA (2014), which may touch and concern any of all of the lots in this subdivision and which may hereafter be proposed for the paving of other improvement of certain county roads or any road that may provide access to the lots in the subdivision, as deemed by the Board of Cascade County Commissioners, Cascade County, Montana. This assent and waiver shall touch, concern, benefit and burden each and every lot in this subdivision and shall run with the land and be binding upon any and all grantees, transferees, successors and assigns of each and every such lot.

After Recording Return To:  
N. Richard Higgins and Judy L. Higgins  
P O Box 322  
Ulm, MT 59485

FILED AT THE REQUEST  
OF CHICAGO TITLE

### WARRANTY DEED

For Value Received N. Richard Higgins and Judy L. Higgins, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Higgins Enterprises Ltd, of P O Box 322, Ulm, MT 59485, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

Tracts of Record 1, 2, 4, 5 and 6 of Certificate of Survey No. S-0005119 filed September 16, 2017 located in Section 34, Township 20 North, Range 3 East, Cascade County, Montana.

RESERVING UNTO the grantor, all remaining mineral rights whatsoever, plus sand, gravel and all other materials.

ALSO RESERVING UNTO the grantor, a utility easement along the east boundary 20 feet in width running north and south along said eastern boundary line.

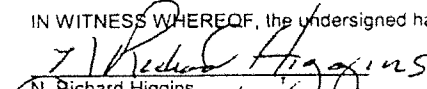
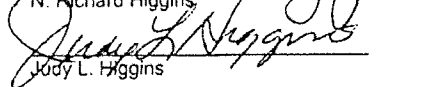
TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2018 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

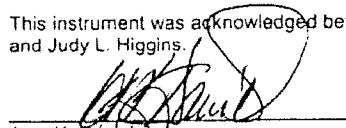
This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

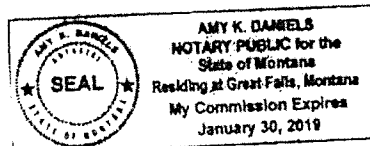
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
N. Richard Higgins  
  
Judy L. Higgins

State of Montana County of Cascade ) ss.

This instrument was acknowledged before me on July 16, 2018, by N. Richard Higgins and Judy L. Higgins.

  
Amy K. Daniels  
Notary Public for the State of Montana  
Residing at Great Falls, MT  
My Commission Expires: 01/30/2019



R0360848 WD

Total Pages: 1 R 7 00 By: bhanson 09/11/2018 02:56:49 PM  
Cascade County, Rina Fl Moore - Clerk & Recorder

Return to: Higgins Enterprises Development Company

## **DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS OF RIVER BEND ESTATES, TRACT 1, PHASE 1**

This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by Higgins Enterprises Development Company, hereinafter referred to as "the Declarant."

Whereas the Declarant is the owner of that certain real property in Cascade County, Montana known as River Bend Estates and more particularly described in the subdivision plat of River Bend Estates filed in the Office of the Clerk and Recorder of Cascade County, Montana on the \_\_\_\_ day of \_\_\_\_\_, 2019, as document number \_\_\_\_\_;

Whereas the Declarant intends that the above described property be subject to protective and restrictive covenants;

Now therefore, the Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the real property, and they shall run with the real property and be binding upon, and inure to the benefit of, all parties who now have or who may hereafter have any right, title, or interest in the real property or in any part thereof, and upon their heirs, successors, and assigns, forever.

### **ARTICLE I: DEFINITIONS**

1. "Architectural Committee" means to the committee described in Article VII.
2. "Association" means the River Bend Estates Home Owners Association, Inc., a Montana non-profit corporation, and its successors and assigns.
3. "Board of Directors" means the board of directors of the Association.
4. "Common area" means the real property, including any improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The roads, trails, and private parkland within the Property are part of the common area.
5. "Declarant" means Higgins Enterprises Development Company and its agents, successors, and assigns.
6. "DEQ" means the Montana Department of Environmental Quality, or the successor department of the State of Montana in the event of a governmental reorganization.
7. "Lots" means each tract of land subdivided by the Declarant and included in the development known as River Bend Estates and designated on a plat or survey thereof by a block and lot number. The term "lot" does not include the common areas, and it does not include any remainder parcel or other parcel owned by the Declarant but not yet subdivided into residential lots.
8. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having an interest in a lot merely as security for the performance of an obligation. As long as Declarant owns at least one lot, Declarant is an owner.
9. "Property" or "Properties" means the development known as River Bend Estates in its entirety with such additions or phase thereto as may hereafter be added by the Association or the Declarant.
10. "Roads" means any street, walk, drive, path, or other right of way within the Properties, as designated on the plat thereof and which is owned or is to be owned by the Association.

required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### ARTICLE III: USE COVENANTS

1. Owners' Covenant of Enjoyment. Every owner shall have a right to the quiet enjoyment of the owner's lot, of the common areas, of the roads within the Property, and of the utility easements within the Property.

2. Lot size. No lot owned by any person or entity other than the Declarant may be subdivided into two or more parcels. This provision shall not restrict the ability of neighboring owners to relocate the common boundary between their respective lots, so long as such relocation does not create an additional parcel or tract, and this provision shall not restrict an Owner who owns two or more contiguous lots from combining them into fewer lots. The Declarant may further subdivide any lot or part of the property owned by the Declarant.

3. Use restricted to Residential. All lots shall be used exclusively for residential purposes. No lot may be used for any commercial, business, trade, industrial, or manufacturing purpose. An owner may, however, maintain a home office in the owner's residence for carrying on a non-retail business. The restrictions on signs and advertising contained in this Declaration shall apply to any such home office. All activities associated with any home office must be carried on entirely within the owners' residence, and all such activities must be incidental to the use of the lot for residential purposes.

4. Single Dwelling Units. Except for the Declarant's rights regarding townhouses and duplexes, no lot nor any portion of any lot may be used for any purpose other than a single dwelling unit.

5. Multiple Dwelling Units. Declarant reserves the right to construct and sell, and to allow the construction and sale of, duplexes and townhouses on any lot. Each duplex unit and each townhouse unit shall be treated the same as a Class A member of a lot for voting and assessment purposes.

6. Antennas and Other Structures. All antennas, poles, satellite dish receivers, or other devices to be erected or placed on any lot for the receiving of radio, television, or other broadcast signals more than three feet in height and two feet in width must be approved pursuant to Article VII of this Declaration. All such antennas, poles, satellite dish receivers, or other devices, whether or not requiring approval pursuant to Article VII of this Declaration, shall be constructed to the rear of the residence or to the rear of the roof ridge-line or center line of the residence so as to be screened from view from other lots. Wind mills or turbines may not be installed or constructed on any lot.

7. Signs. Signs, billboards, or advertising are prohibited on any lot, road, or common area, subject to the exceptions in this paragraph. A sign of up to seven square feet in area to identify a lot by owner or address may be maintained. Declarant or the Association may place and maintain signs identifying the subdivision as River Bend Estates and conveying general information about the subdivision, including but not limited to information about lots being for sale and to the layout of the subdivision, at each intersection of a public road with a private road that serves the subdivision. An owner may place and maintain signs related to the sale of a lot or lots. Signs may be placed and maintained identifying who is performing construction activities on any lot.

8. Nuisances and Offensive Activities Prohibited. Noxious or offensive activities that are or may become an annoyance or nuisance to the owners are prohibited, including any activities that produce noxious odors or offensive sounds, including but not limited to nuisances caused by household pets such as barking dogs.

A. Animal/Pet Restrictions on Lots Less Than Twenty Acres. No livestock of any kind (including but not limited to horses, cattle, sheep, poultry, fowl, pigs, goats, llamas, alpacas, ostriches, and any other livestock) may be kept on a lot of less than twenty acres. The only animals that may be kept on a lot of less than twenty acres are the following: three or fewer dogs per lot; three or fewer cats per lot; and a reasonable number of other common household pets, provided that such other common household

assessments as are necessary to perform the maintenance, repairs, and improvements required in this paragraph.

D. Each owner shall maintain all rights-of-way (including any portion of a 60' road easement that does not have a road built on it) across that owner's lot free and clear of weeds, trash, and debris. If an owner fails to so maintain a right-of-way, then the Association may do so and bill the owner for the cost of such maintenance.

11. Driveways. Private driveways must be at least twenty feet in width at their intersection with the roads within the subdivision, and that same width must be maintained for at least the first ten feet of the length of the driveway. The first ten feet of the length of the driveway must be paved. Each lot owner may determine the width and surface materials of the driveway other than the first ten feet of its length. Owners shall install culverts under their driveways as may be required by Cascade County.

12. River Lots. An owner of a lot bordering the Missouri River or the high water mark thereof may not remove any living, native vegetation from any portion of the lot designated as part of the floodplain by any federal, state, or local government entity. In addition, no improvements may be built or maintained within eighty feet of the ordinary high water mark of the Missouri River. A seasonal dock along the Missouri River may be maintained between April 15 and October 15 of each year, but only if all necessary permits for such seasonal dock are obtained from the appropriate federal, state, and local government. Seasonal docks must be removed by October 15 of each year and may not be replaced until April 15 of the subsequent year.

13. Vehicles. Except on a temporary basis, outdoor repair or maintenance work of vehicles may not be performed. Trucks exceeding a capacity of one ton may not be regularly parked or kept on a lot, except in a covered garage approved pursuant to Article VII of this Declaration. All recreational vehicles, including but not limited to boats, campers, RVs, fifth-wheels, trailers, and other recreational vehicles must be kept or stored in a covered garage or otherwise screened from view from other lots, such as by fencing, trees, or shrubs, all to be approved pursuant to Article VII of this Declaration. No motor vehicle which cannot be moved under its own power may be left outside on any lot for more than ten days, nor left on a road within the Property at any time. The owner of each lot shall provide sufficient off-street parking for all motor vehicles owned or kept by the owner or by any resident of the owner's lot. All parking spots must be graveled or paved. A motor vehicle may not be parked on grass or dirt.

14. Firewood. No more than one cord of firewood may be stored upon a lot, except stored in a covered garage or otherwise screened from view from other lots.

15. No Mining or Drilling. Except as otherwise provided in this paragraph and in the subsequent paragraph, the following activities are prohibited on any lot: blasting, mining, drilling, and boring, and exploring for oil, gas, coal, other hydrocarbons, or any mineral. Limited drilling and the taking of core samples is permitted if reasonably associated with the construction of improvements on a lot, such as for geotechnical or percolation testing. Water wells may be drilled, maintained, repaired, and replaced.

16. Sand and Gravel. Declarant shall have and retain the right to remove sand, gravel, or stone from any lot or portion of the property owned by Declarant, provided that if Declarant does so, then Declarant shall reclaim the areas affected by such removal. An owner may use sand, gravel, and stone from the owner's lot, provided that an owner who does so must reclaim the areas affected by such removal.

17. Fireworks Prohibited. Fireworks may not be used or kept on any portion of the Property, unless as part of an organized and permitted event approved by the Association.

18. Yard Maintenance. Owners shall adequately water and maintain the vegetation on their lots. Lawns must be regularly watered and mowed. Fallen leaves must be timely raked and removed. Dead branches and trees must be timely removed.

4. Dedication of Common Areas. Declarant has designated certain areas of land as roadways and as property owners' common areas. Said areas are dedicated for the use of the owners and their families for roadway purposes and recreation purposes respectively. Any road designated as "temporary" shall not be dedicated to the Association unless specifically dedicated by the Declarant. The designated areas are not dedicated for use by the general public. Access and use of the common areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict the use by the owners. Motorized vehicles are prohibited on the trails and parkland.

5. Transfer of Association Property. Upon a sixty percent vote of the members, the Association may dedicate or transfer all or any part of the common areas, but only to a public utility, or to the general public, or to a governmental authority.

## ARTICLE VI: ASSESSMENTS

1. Assessments and Lien. For each lot owned, the Declarant hereby covenants, and each owner of any lot, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these covenants and to have agreed to pay to the Association its assessments for the costs, fees, and charges incurred by the Association in carrying out its functions and purposes, including attorney's fees and costs incurred to enforce these covenants as determined to be appropriate by the Association's board of directors.

The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with the interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of the lot at the time when the assessment came due.

2. Contribution to Capital Reserve. Upon purchasing a lot, the owner shall pay to the Association the sum of \$500 as a contribution to the Association's working capital reserve. Upon the resale of a lot, a like assessment will be required of the next owner.

3. Purpose of Assessments. The assessments shall be used for the following purposes: (a) Page 8 to promote the health, safety, convenience, and welfare of the owners; (b) to improve, repair, and maintain the Association's roads, trails, fences, easements, and common areas; (c) to control weeds within the common areas; (d) to plow snow from the roads; (e) to improve, repair, and maintain the reserve fire water tank, the approaches to said tank, and the well and pump that service said tank; (f) to pay the Association's operating expenses; (g) to enforce these covenants; (h) to carry out any other activity of the Association expressly or impliedly required by this Declaration; and (i) for any other purpose expressly approved by the members of the Association.

4. Amount of Assessments. The Association shall assess an annual assessment of \$400 per lot owned by a Class A member, until the Association determines a different annual assessment amount. The Association's assessments in a given year shall be based on the Association's reasonably projected and budgeted costs during that year to carry out the purposes set forth in this Declaration, and the assessments may also include amounts for a reasonable reserve for contingencies and a fund for long-term capital improvements. The amount of the Association's assessments shall be established by the Board of Directors in the following manner:

A. At each annual meeting of the members of the Association, the Directors shall present to the members a proposed budget of the estimated expenses for the Association for the coming year for review, discussion, amendment, comment, and approval.

B. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy.

10. Sale or Transfer of Lot. The sale, transfer, or encumbrance of a lot shall not affect the assessment lien or the personal liability of the owner at the time the assessment was made. A person or entity purchasing a lot shall be responsible for checking with the Association for any unpaid assessments against a lot prior to purchasing it. A prospective purchaser or transferee may submit a written request to the Association to ascertain if there are any unpaid assessments made against a lot. If the Association does not respond to the written request within 14 days, then unless a notice of the lien is on file in the Office of the Clerk and Recorder of Cascade County, Montana, the prospective purchaser or transferee may take title to the lot free and clear of the lien for any unpaid assessments.

11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, any holder of a first mortgage or trust indenture who obtains title to a lot pursuant to the remedies provided in the mortgage or trust indenture, or by foreclosure of the mortgage or trust indenture, or by deed or assignment in lieu of foreclosure, will be liable for such lot's unpaid dues or charges which accrue after the acquisition of title to such lot by the holder of the mortgage or trust indenture.

## **ARTICLE VII: BUILDING DESIGN COVENANTS**

1. Construction. No residence, structure, addition, improvements, fence, or other building of any size may be constructed, erected or placed on any Lot unless the proposed construction is first approved by the Architectural Committee as defined in this Article VII. An owner who purchases a vacant lot from the Declarant must begin construction of a primary residence within twelve months of the purchase. All construction shall be completed in a reasonable amount of time, in a good and workmanlike manner, in full compliance with all building permit requirements, and in full compliance with all applicable building codes, regulations and standards. All buildings shall be constructed on site.

Owners are urged to design buildings that reflect the ranch community in keeping with the spirit of Montana. Material composition, quality, color, and shape are important in the construction of improvements. All improvements shall be constructed of higher quality materials. All exterior surfaces shall have minimum reflection values. Natural materials and earth-tone colors are encouraged. Vinyl siding and aluminum siding are prohibited on any building on a lot of less than five acres in size.

A. Single Family Residence. Only one residence may be allowed per lot, and it must be a residence designed for single family use. Prior to construction, the residence must first be approved pursuant to this Article VII. An owner may construct a "guesthouse" for use by family members or guests on a temporary basis, provided that the owner may not charge rent or receive other compensation for the use of the guesthouse, that the guesthouse must be approved pursuant to this Article VII, and that the design of the guesthouse must be integrated with the design of the primary residence.

B. Townhouses/Duplexes. Declarant may construct and sell, or allow the construction and sale of, duplexes and townhouses on any lot. Any duplex or townhouse unit shall be designed for single-family use.

C. Set Backs. All residences, outbuildings, and other structures, and all parts thereof, shall be situated at least twenty-five feet from the side lines of each lot, at least twenty-five feet from the back line of each lot, and at least seventy-five feet from the front line of each lot. The front line is the lot line that fronts the road that accesses a lot. A Lot Owner may, for just cause, petition the Architectural Committee to reduce a set back requirement. The Architectural Committee may in its own discretion grant such a request, but it may not approve reducing the front set back to less than fifty feet, except on Lot 7 of Phase I, in accordance with DEQ's requirements.

D. Unattached Buildings. All unattached buildings or structures, of whatever size, must first be approved by the Architectural Committee, pursuant to this Article VII. The design and construction of such unattached building or structure shall be integrated with the original design of the residence. The aggregate size of all unattached buildings or structures on a lot may not exceed 2,400 square feet, and the

above grade shall be deemed a "basement" for the purposes herein. For Lots 5.0 acres and greater, all residences designed without a "daylight basement" shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement. Homes designed with a "daylight basement" shall have no less than 1,250 square feet of finished living space above grade exclusive of any garage, porch, basement, or "daylight basement." For purposes of measurement for compliance with this paragraph, outside wall dimensions may be used. A townhouse or duplex unit shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement.

D. The Architectural Committee shall consider the quality of the design and the materials to be used, and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants.

3. Submitting of Plans. All proposals for construction of a residence, building or other structure shall be submitted to the Architectural Committee along with the drawings necessary for the Architectural Committee to evaluate any proposal. Such drawings should include; the building dimensions, plot plans showing location of house, well, water lines, cistern, septic system, utilities, driveway, decks, patios, cross-sections and elevations, and parking areas if applicable. In addition a list of specifications shall be submitted describing the types of construction materials to be used and exterior finish and color. In certain circumstances, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted to the Architectural Committee.

The Architectural Committee shall make its response to the proposal in writing within thirty days of submission. The period of time shall commence on the day following the date a copy of the plans is delivered to the Declarant member of the Architectural Committee, either in person or by certified or registered mail. The Architectural Committee shall either approve, reject, or conditionally approve the submission. Any rejection shall provide the reasons for such rejection, and allow for reapplication. The failure of the Architectural Committee to make its response within the above period of time shall be deemed to signify the Architectural Committee's approval of the proposed construction

4. Modification of Design. The Architectural Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design of the existing buildings or proposal submitted to the Architectural Committee. Additionally, all proposed changes to the original exterior design, exterior remodeling, and additions, including changes of color and the addition of swimming pools, volleyball, basketball and tennis courts, etc., shall be submitted and approved in writing by the Architectural Committee. In such case, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted.

#### 5. Architectural Committee.

A. Membership and Purpose. The Architectural Committee shall be composed of three members and shall oversee the construction of residences, and other improvements on the Properties. Members of the Architectural Committee may also be officers of the Declarant and/or on the Association's Board of Directors. Members of the Architectural Committee do not have to be owners. As long as the Declarant owns any lot or other property that is subject to these covenants, the Declarant shall have the right to select one member of the Committee, who shall be the "Declarant Member." The right of the Declarant to select one of the members of the Committee may not be modified or eliminated by an amendment to these Covenants without the express consent of the Declarant.

B. Election of Members. The Architectural Committee shall be elected annually by a majority vote of the Owners of the Lots within the Properties. Such election shall take place in the month of January pursuant to notice delivered to all known Owners at least ten days before the scheduled meeting. The first Architectural Committee, however, shall be selected by the Declarant within thirty days of the filing of the plat for the first subdivision of the Properties. The incumbent Architectural Committee membership shall be responsible for calling an election and specifying the time and location of such election. Each member of the Architectural Committee shall hold office until the next annual meeting of the Owners and until his or her successor has been properly elected.

1. Covenants Run With Land: Term. These Covenants are perpetual and shall run with the land and be binding upon all parties and all persons having any right, title, or interest in any lot. Except for Declarant's right to have a member on the Architectural Committee, these Covenants may be amended or terminated by a sixty percent vote.

2. Annexing of Additional Property. Additional real property may be annexed and included under these Covenants and included in the Properties by an instrument signed by the Declarant or by the Owners representing a majority of the voting interest of the existing Properties. Properly executed covenants for said phase or addition shall be deemed such an instrument; any variations or additional restrictions contained in said covenants shall apply only to those specified Lots.

3. Removal of Property. Declarant has the right to remove its real property from the Association. Purposes for removal include, but are not limited to, schools, fire stations, or any other public purposes.

4. Recording Amendments. Any instrument amending or including additional property within the Properties subject to the Covenants must be recorded in the Office of the Clerk and Recorder of Cascade County, Montana.

5. Enforcement. The Declarant, the Association, the Architectural Committee, or an owner may enforce these Covenants by proceeding in law or in equity against any person or persons violating or attempting to violate any of the Covenants, either to restrain and enjoin such violation or to recover damages. Any court finding a violation of any of the Covenants shall have in addition to the foregoing remedies, the right to require abatement of the violation, including removal of any structures or improvements, at the expense of the Owner of the Lot or Lots on which the violation occurs. Reasonable attorneys' fees and costs shall be awarded to the prevailing parties enforcing these Covenants in any such proceedings. The award of such fees and monetary judgment shall become a lien upon the property of the Lot in violation. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver whatsoever of the right to do so thereafter.

6. Effect of Partial Invalidation. The invalidation of any one of these Covenants or any provision of this Instrument by judgment or court order shall not in any way affect the remaining provisions of these Covenants which shall remain in full force and effect.

7. Acceptance of Lots "AS IS." Each owner shall accept that owner's lot in its "AS IS" condition.

8. Soils. Owners are encouraged to consult with a soils expert to determine if expansive soils are present on the owner's lot, and to determine any recommendations for construction so that the possible impacts of any expansive soils may be addressed and mitigated as the owner determines proper.

9. Headings. The article and section headings contained in these Covenants are for reference purposes only and shall not affect in any way the meaning or interpretation of these Covenants.

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS OF RIVER  
BEND ESTATES, TRACT 1, PHASE 1

Article I:	Definitions	Page 1
Article II:	Association Membership and Voting Right	Page 2
Article III:	Use Covenants	Page 3-5
10.	Roads and Trails	
B.	Road Maintenance Agreement	Page 4
Article IV:	Maintenance and Sanitation	Page 6
Article V:	Easements and Common Areas	Page 6-7
Article VI:	Assessments	Page 7-9
Article VII:	Building Design Covenants	Page 9-13
Article VIII:	General Provisions	Page 13

## CERTIFICATE OF COMPLETION

I, Jason Crawford, a registered professional engineer, licensed to practice in the State of Montana, hereby certify that the following public improvements, required as a condition of approval of River Bend Estates Final Plat, have been installed in conformance with the Cascade County Road Specifications, with exception of paving the Flood Road approaches; a bond has been provided to cover the cost of this work.

- Internal access roads for River Bend Estates Major Subdivision

Rick Higgins

Signature of Subdivider

8-23-2019

Date

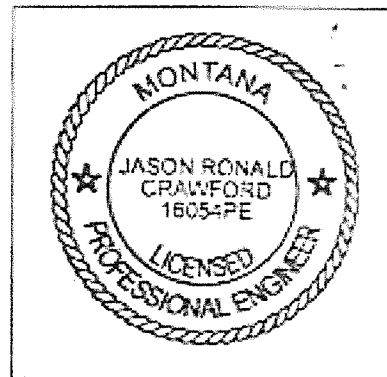
Jason Crawford

Signature of Professional Engineer

8-28-2019

Date

Registration No. 16054PE





February 15, 2019

Jason Crawford  
Triple Tree Engineering Inc  
800 North Last Chance Gulch No 100  
Helena MT 59602

RE: River Bend Estates  
Cascade County  
E.Q. #19-1513

Dear Mr. Crawford:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rachel Clark", is written over a horizontal line.

Rachel Clark, Supervisor  
Subdivision Review Section

RC/le

cc: County Sanitarian  
County Planning Board (e-mail)  
Owner

THAT the shared sewage treatment system on Lot 6 will consist of a septic tank, effluent filter, and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the subsurface drainfields on Lots 1-7 and Lots 9-12 shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/square foot, and,

THAT the subsurface drainfields on Lot 8 shall have an absorption area of sufficient size to provide for an application rate of 0.3 gpd/square foot, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the operation and maintenance of water supply and sewage treatment systems shall be the responsibility of each lot owner, and,

THAT the stormwater design requires the installation of a minimum of 10,000 square feet (0.23 acre) of lawn and landscaped area around the structure on each lot to absorb a portion the additional run-off from the living unit, and,

THAT storm drainage facilities shall be constructed in accordance with the stamped and approved Storm Water Drainage Layout dated January 23, 2019, signed and stamped by Scott L. Pfahler, Montana Professional Engineer Number 23811 PE, and,

THAT the storm drainage facilities will include regional retention ponds located on Lot 26 and Parkland as shown on the approved plans, and,

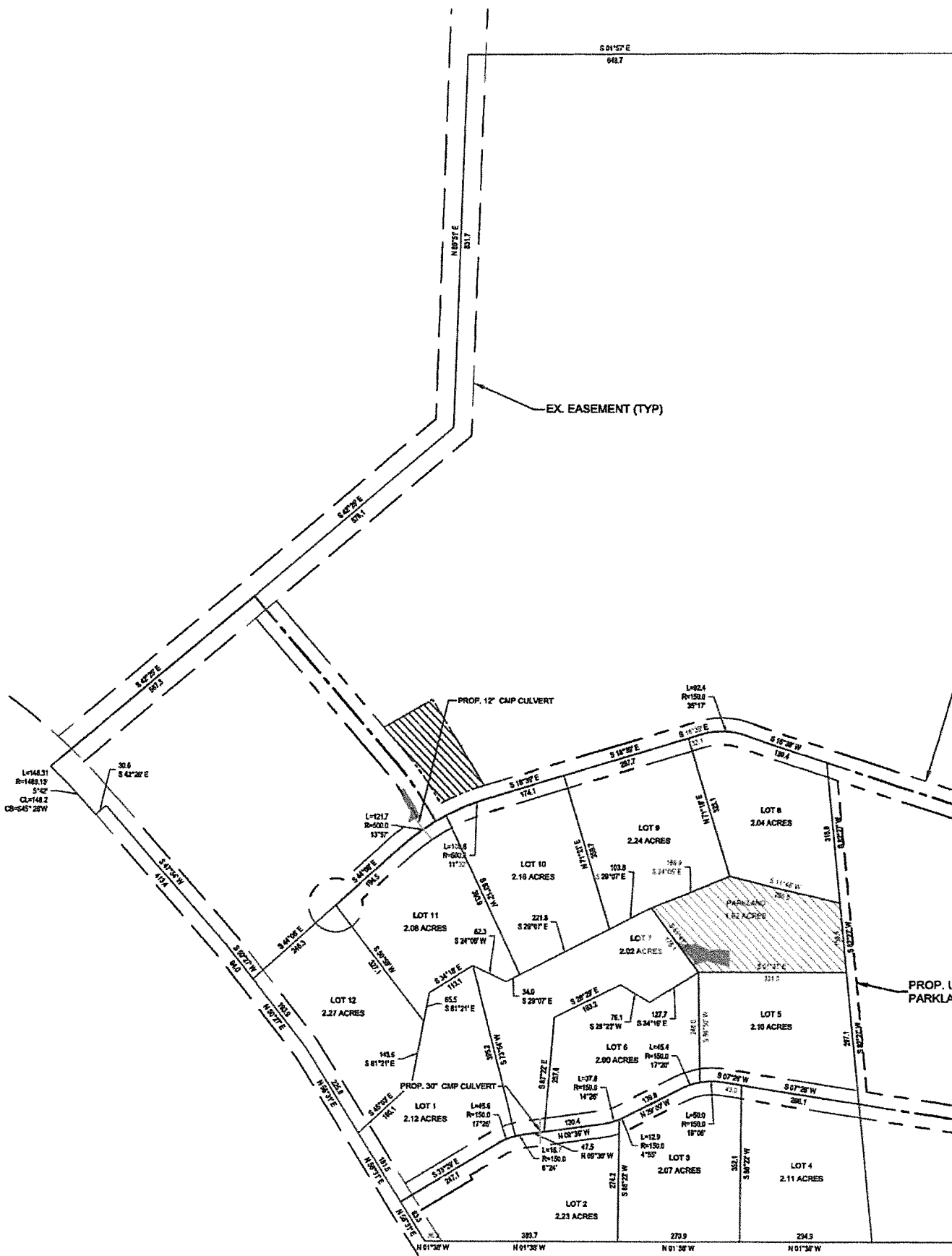
THAT the storm drainage facilities will include road side ditches and culverts located on Lots 1-12, Lot 26, and Parkland as shown on the approved plans, and,

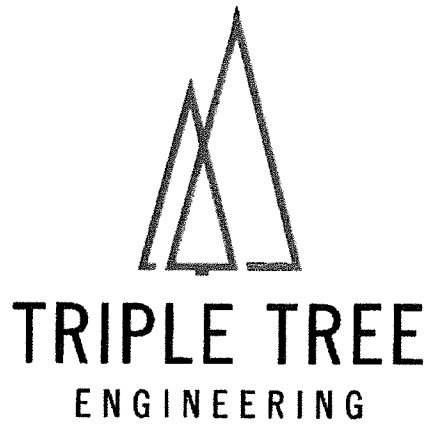
THAT within 90 days after construction is completed of the storm drainage system, or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension of the system was completed in accordance with the plans and specifications approved by the Department, and,

THAT within 90 days after construction is completed, project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer must be submitted to the Department, and,

THAT construction of the storm drainage system will be completed within three years of the approval date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins, and,

THAT the operation and maintenance of stormwater facilities shall be the responsibility of the Home





APPROVED  
Montana Department of  
Environmental Quality

*Alan Smith* 2-14-19  
Reviewer Date

EQ 19-1513

pg 6-10 of 10

## STORM WATER OPERATION & MAINTENANCE PLAN

**River Bend Estates**

**Cascade County, MT**

January 2019



## 1 SUBDIVISION DESCRIPTION

The River Bend Estates Subdivision consists of 12 residential lots and one parkland lot and is located approximately 2 miles south of Great Falls. Residential lots are approximately 2 acres in size and the dedicated parkland is 1.6 acres. Lot access is provided via gravel access roads which loop through the property and include two approaches onto Flood Road. Water and sewer services consist of individual wells and gravity fed septic systems. The purpose of this document is to describe the storm water management system for the subdivision, including operation and maintenance of the storm water facilities.

## 2 STORM WATER MANAGEMENT SYSTEM

Prior to construction of the subdivision, storm water in the area was primarily collected in the ephemeral drainage which runs through the middle of the property and terminates at the Missouri River. The constructed system generally perpetuates the natural drainage characteristics by conveying storm water through the subdivision and into the natural drainages. The constructed system consists of the following conveyance and collection features:

- **Roadside Ditches** are used to collect storm water runoff from the access roads and convey the runoff to retention areas.
- **Natural Drainages** are utilized to convey storm water generated upstream of the subdivision through the property and eventually into the Missouri River. Property immediately adjacent to the drainages have been designated as "no-build" zones to eliminate potential property damage and maintain conveyance capacity of the channels.
- **Culverts** have been installed at locations where the access road crosses the natural drainage and for conveyance of runoff within the roadside ditches beneath the road corridor.
- **Retention Ponds** are storm water collection areas used to regulate the peak runoff from the subdivision and treat potential pollutants in the runoff. Retention ponds are designed to hold specific volumes of water and allow it to infiltrate into the ground.

Shown in the following figure are the storm water system components throughout the subdivision.



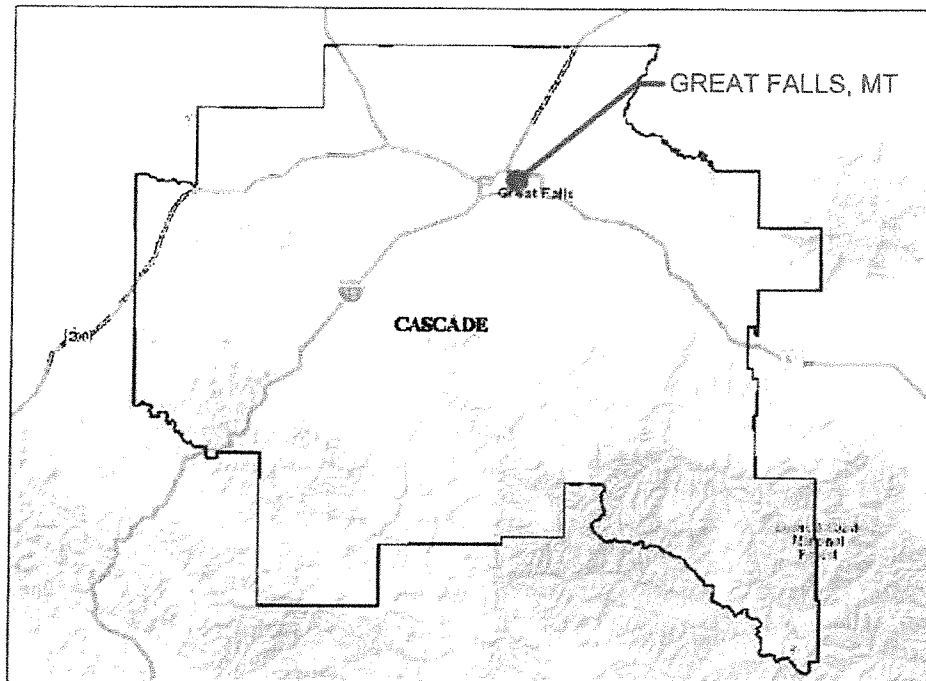
Culverts	<ul style="list-style-type: none"><li>• Debris or sediment blocking the inlet/outlet?</li><li>• Debris or sediment buildup within the culvert?</li><li>• Are culverts ends damaged?</li><li>• Erosion at inlet or outlet?</li></ul>	<ul style="list-style-type: none"><li>• Ditch cleaning &amp; reshaping</li><li>• Culvert cleaning</li><li>• Repair culvert ends</li><li>• Install or replace erosion protection</li></ul>
Retention Ponds	<ul style="list-style-type: none"><li>• Debris or sediment buildup reducing the pond capacity?</li><li>• Erosion upstream or downstream?</li><li>• Damage to the overflow crest?</li></ul>	<ul style="list-style-type: none"><li>• Remove debris and/or sediment</li><li>• Install or replace erosion protection</li></ul>

### *2.1.1 Access & Responsibility*

As shown in Figure 1, the storm water system components are located both within the subdivision property and outside of the property. Maintenance of storm water components within the subdivision and within the roadway easements is the responsibility of the Home Owner's Association (HOA). Additionally, Retention Area #2 shall be maintained by the HOA and can be access via the 20-ft utility and parkland access easement along the southern boundary of lots 5 and 8. The storm water infrastructure outside of the subdivision shall be inspected and maintained by the property owner.

# RIVER BE

## VICINITY MAP



SHEET

G-1

G-2

D-1 TO

PP-1

PP-2 T

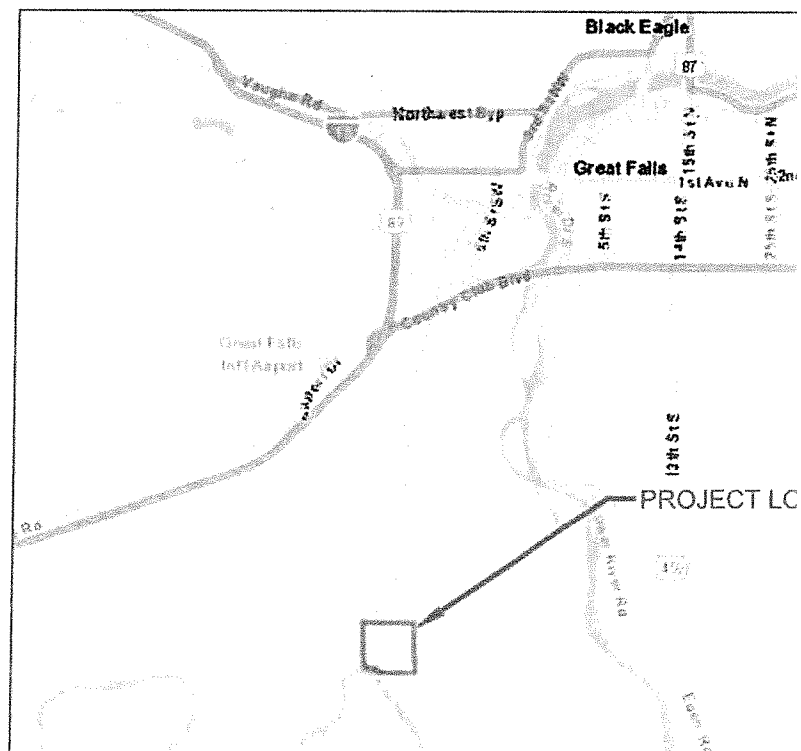
PP-9

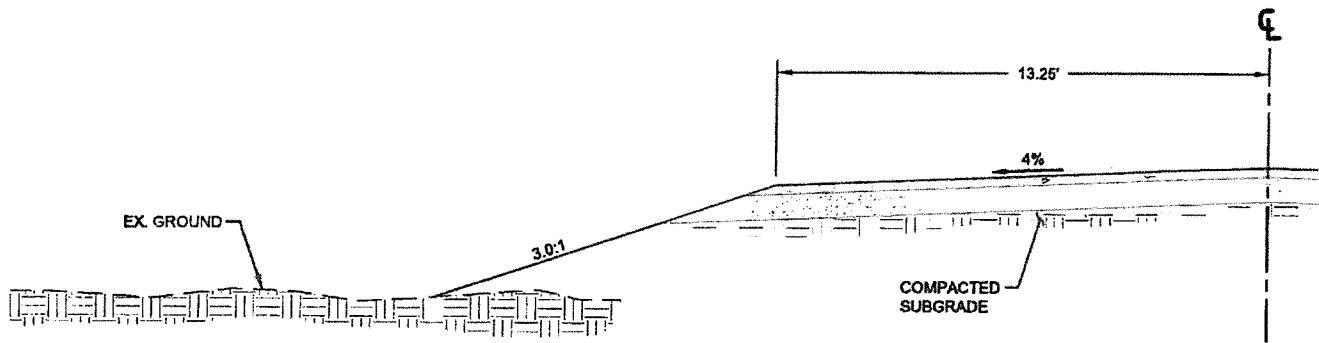
PP-10

## BASIS OF SURVEY

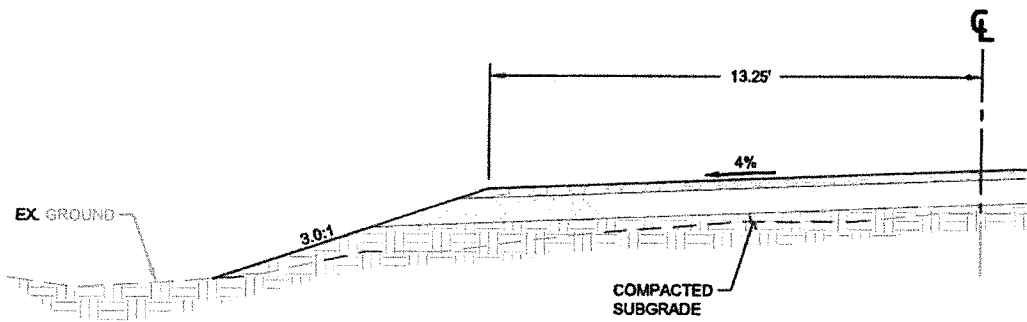
ALL CONTOURS, ELEVATIONS, AND COORDINATES FOR THE PROJECT ARE BASED ON A LOCAL COORDINATE SYSTEM

## GREAT FALLS MONTANA

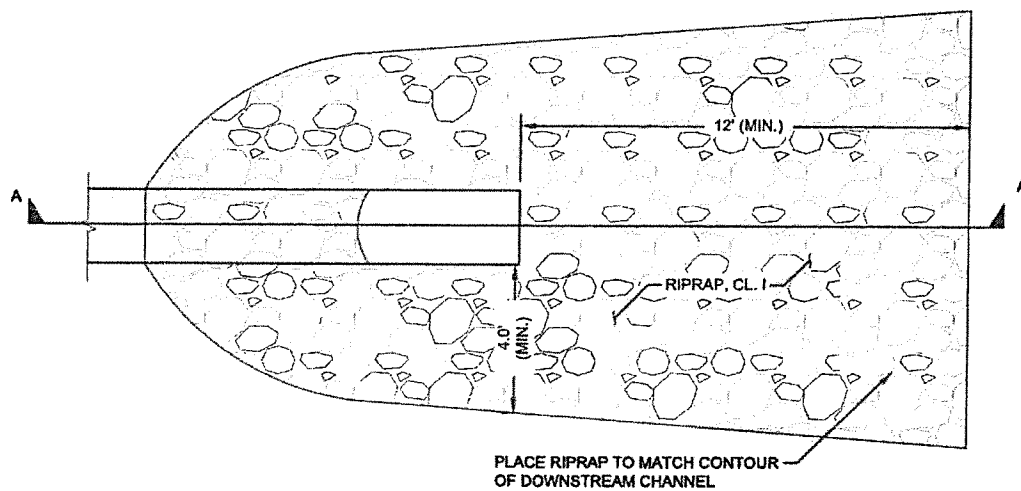




**1**  
**D-1** TYPICAL SECTION

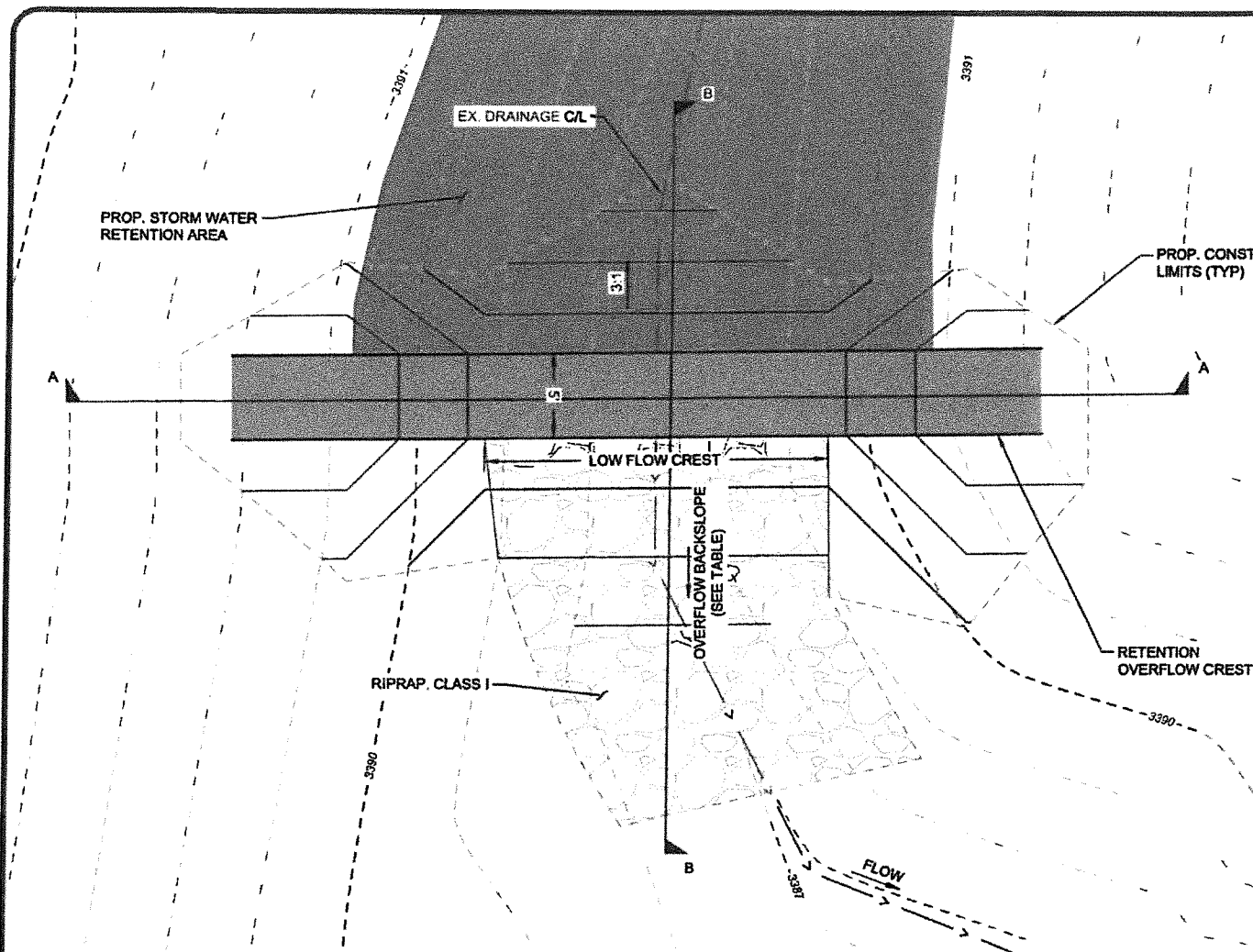


**2**  
**D-1** TYPICAL SECTION  
~ STA. 44+14 - STA. 48+60

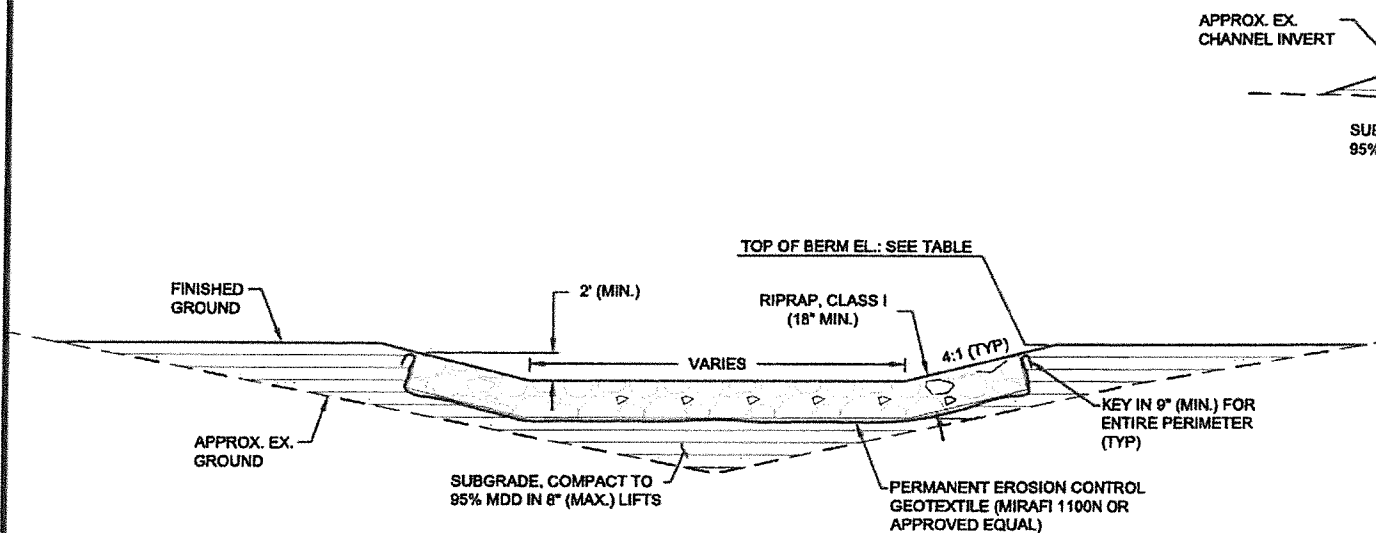


**PLAN VIEW**

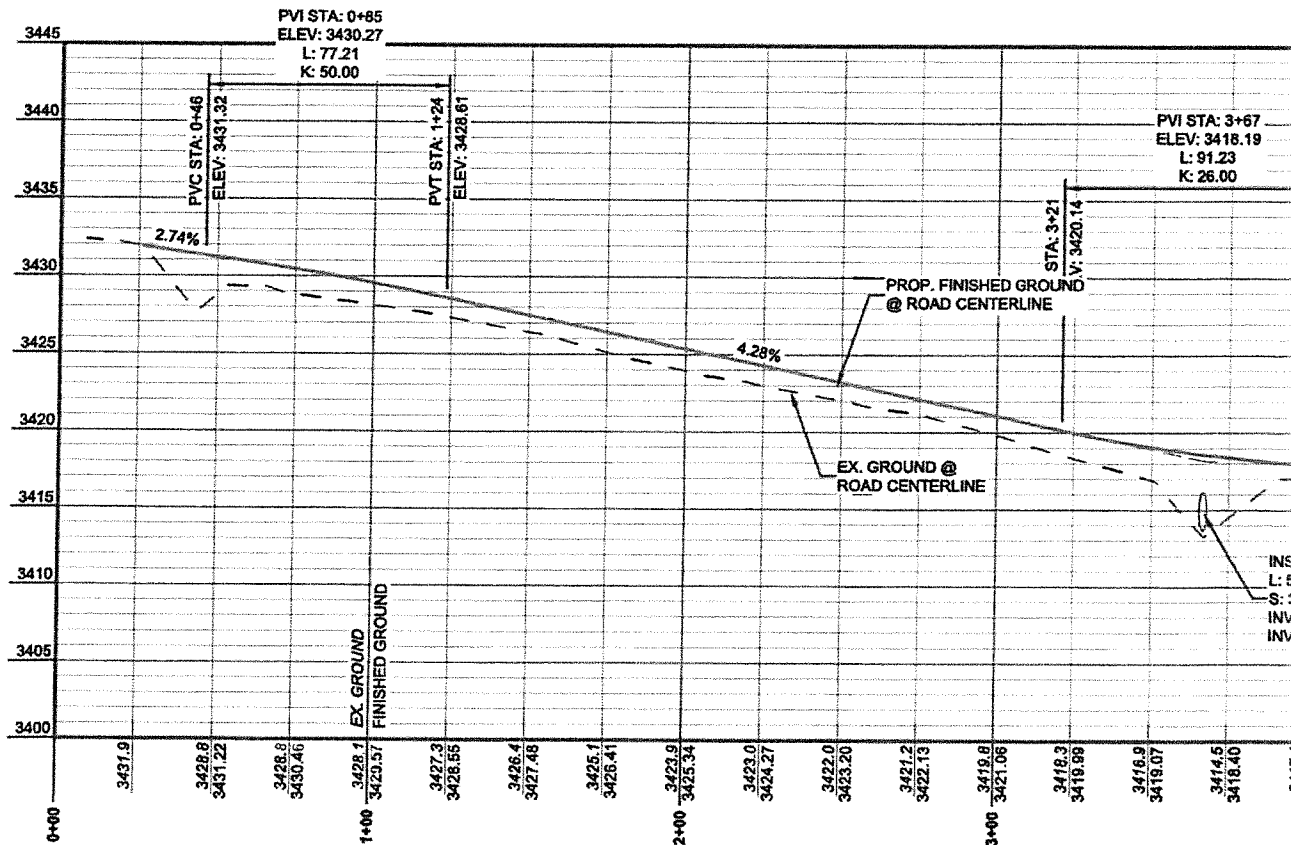
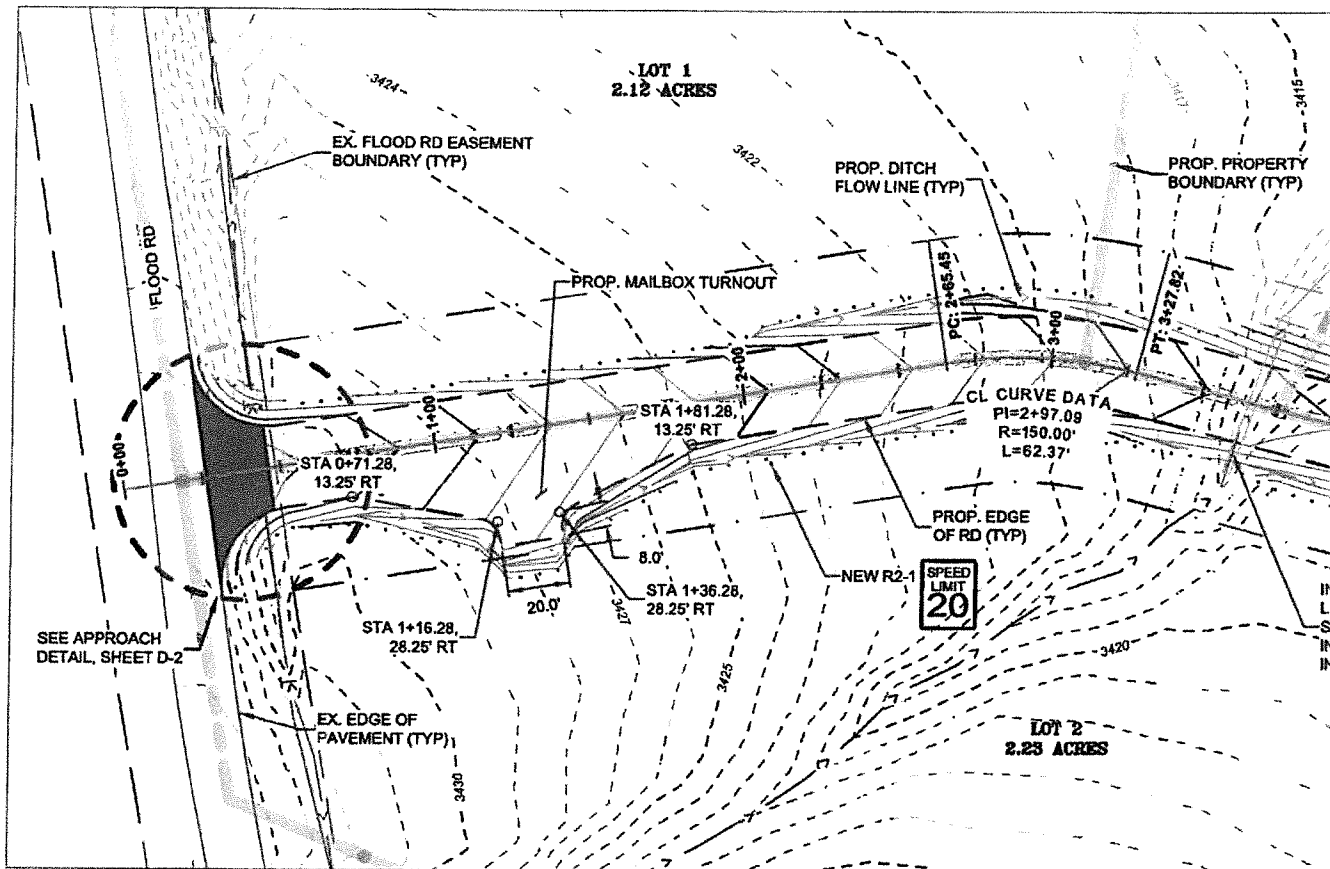
**3**  
**D-1** CULVERT RIPRAP PROTECTION

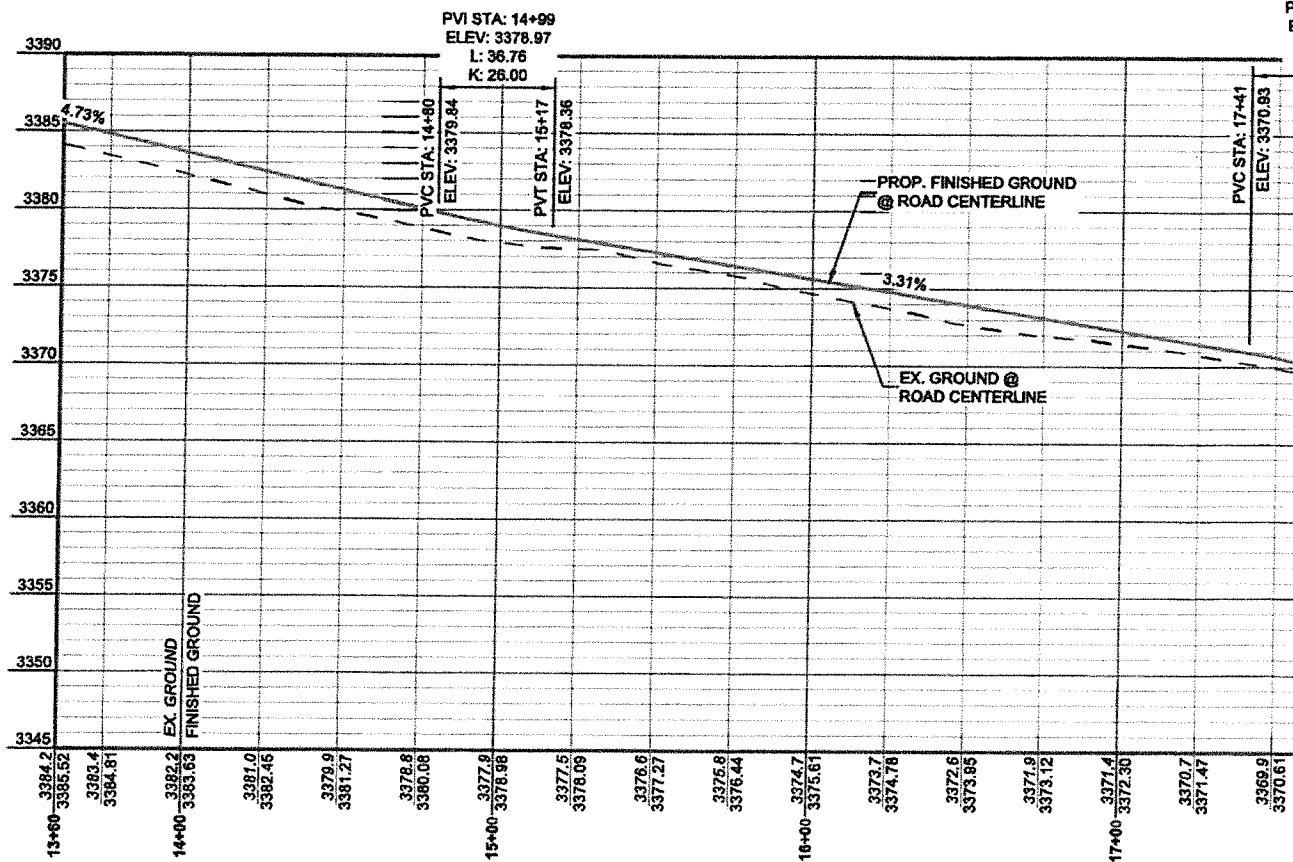
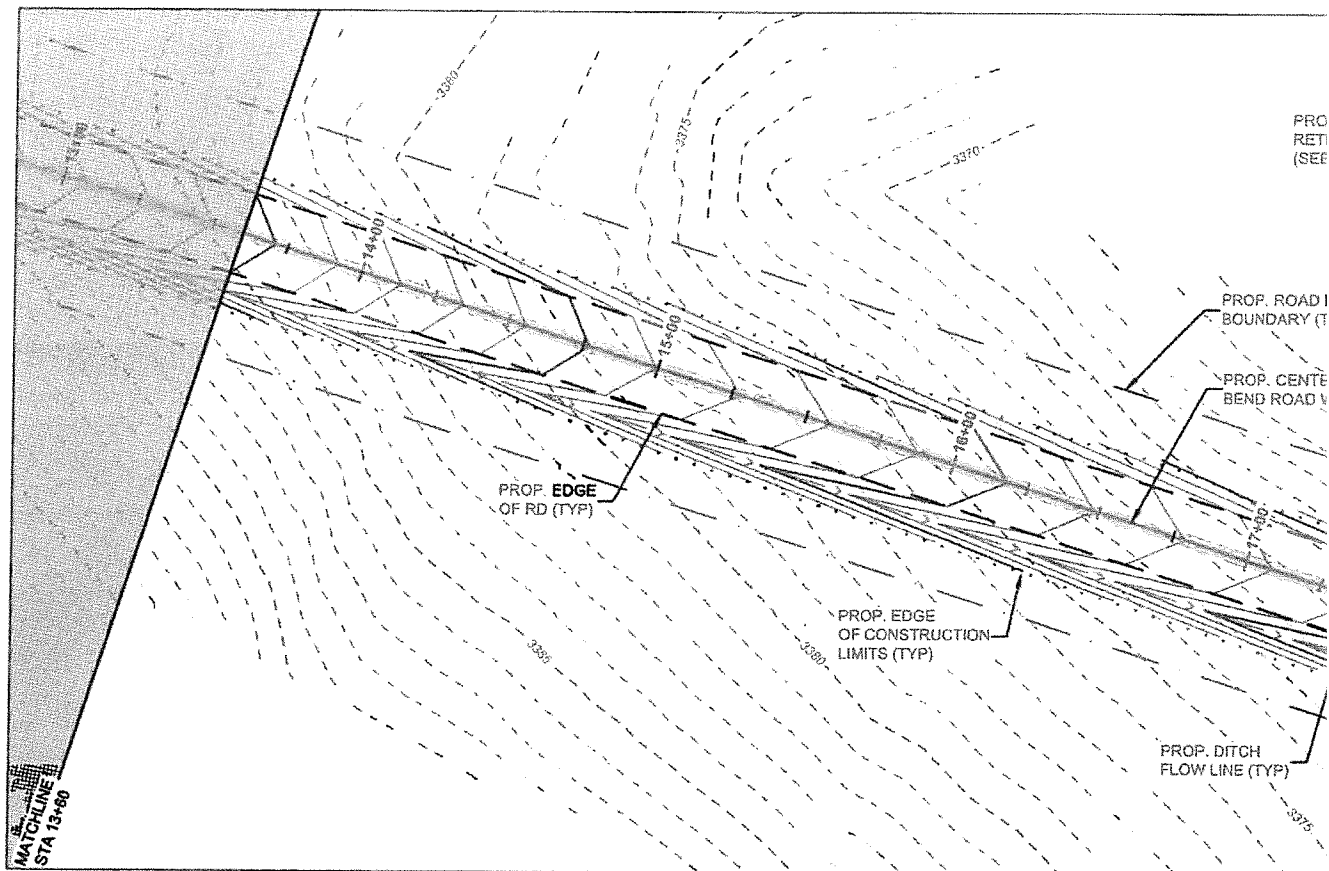


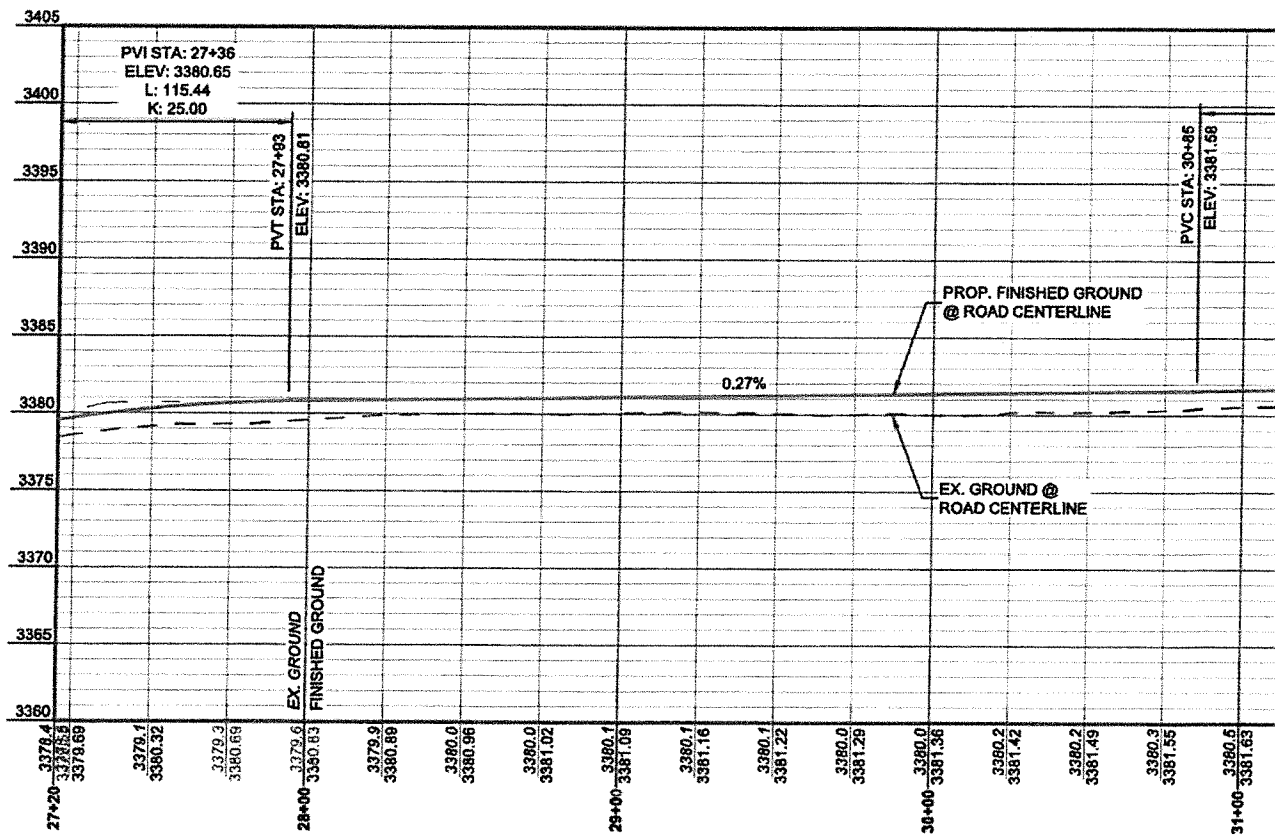
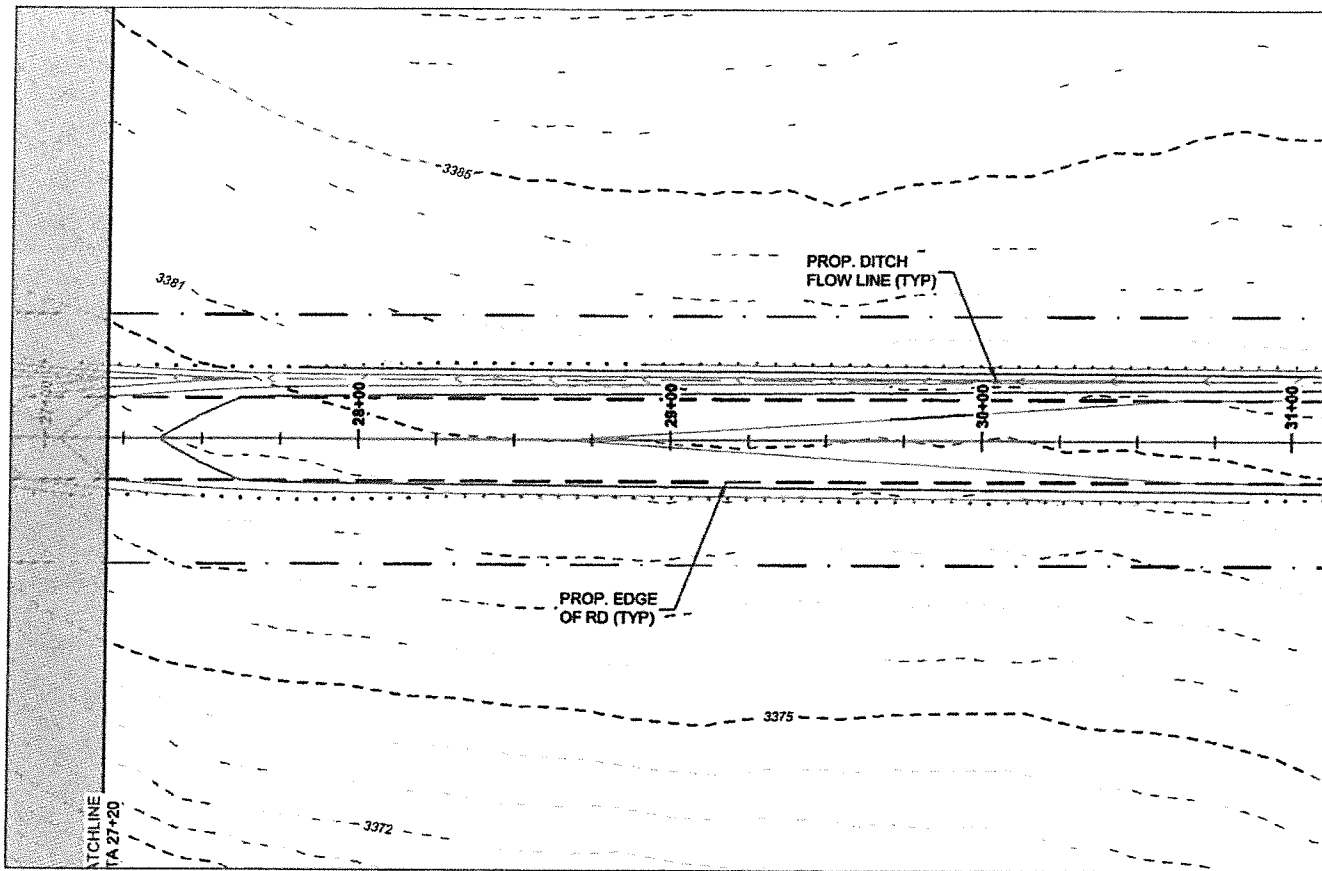
**PLAN VIEW**

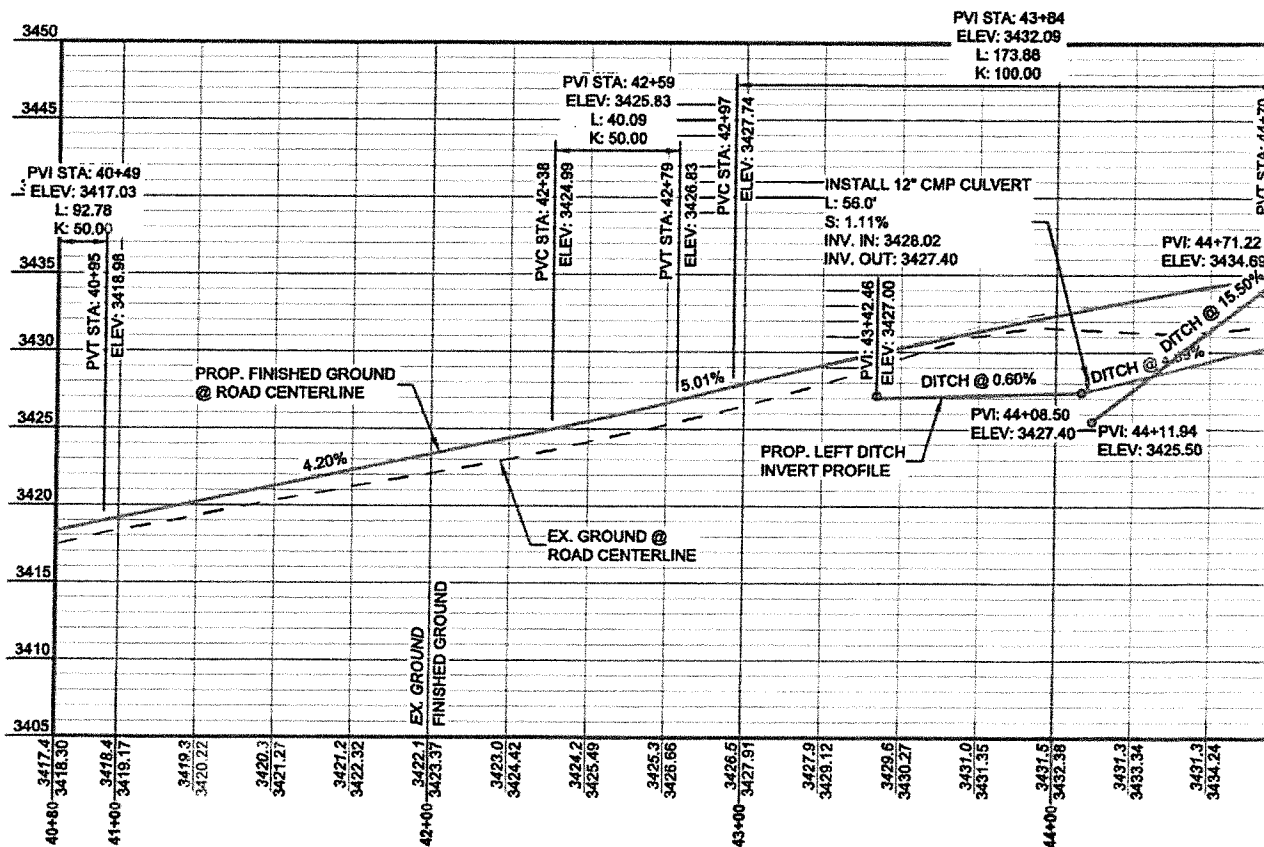
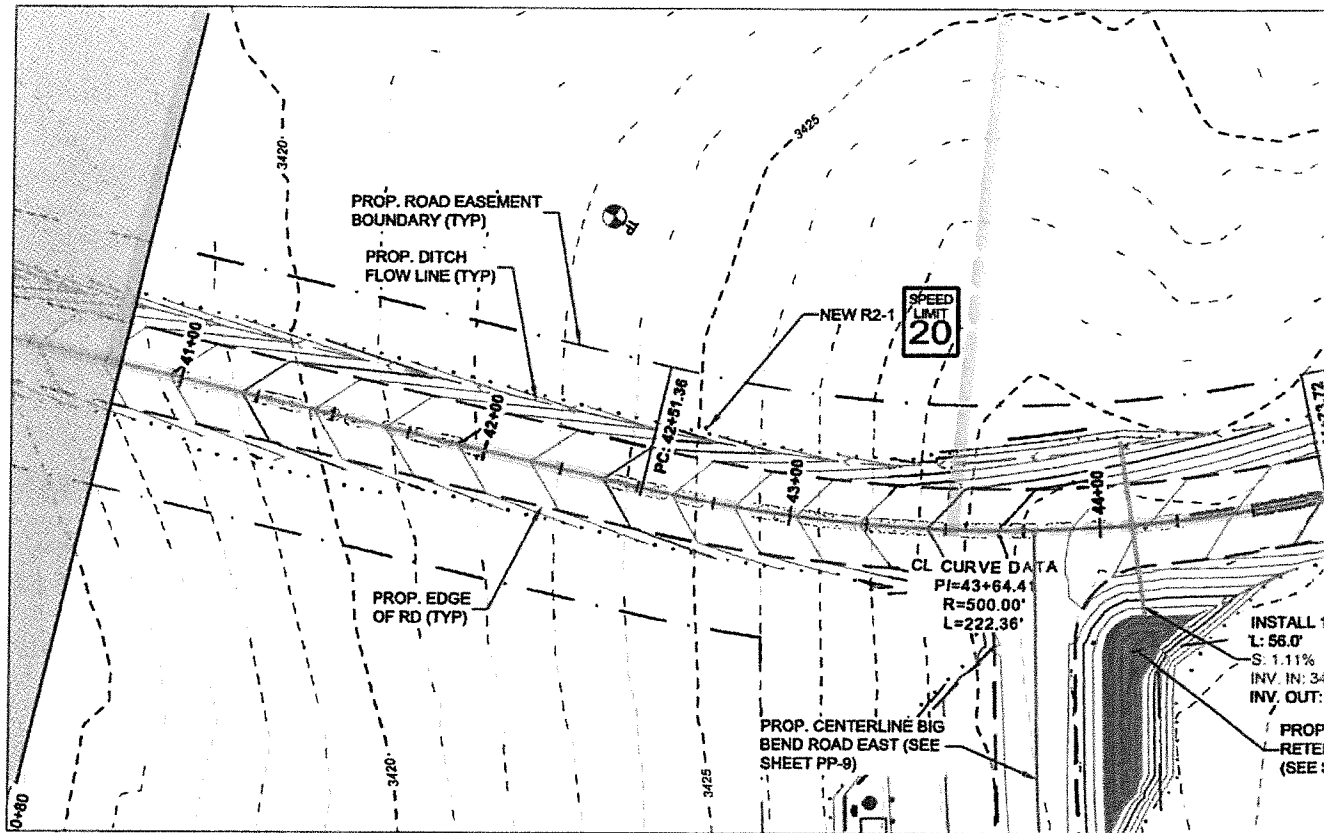


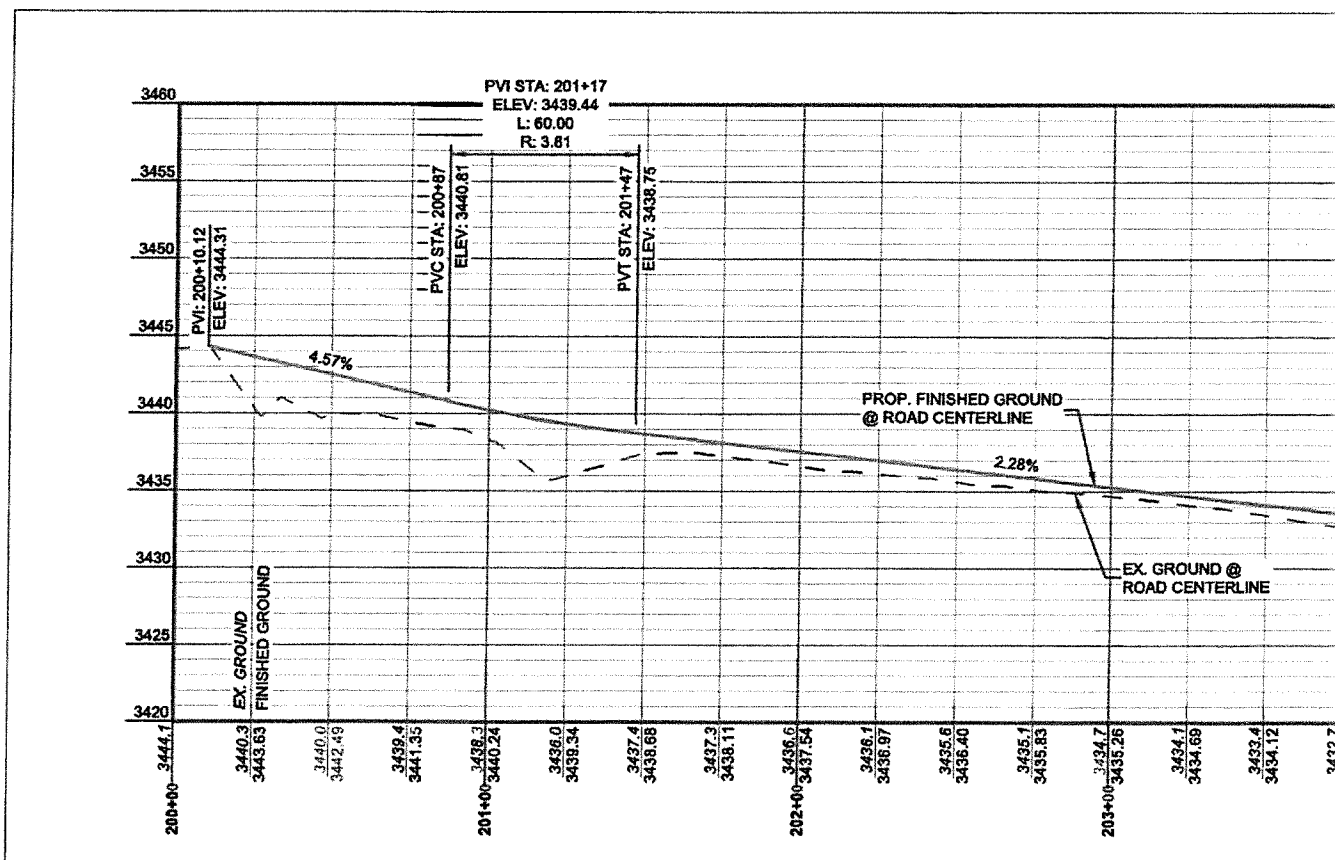
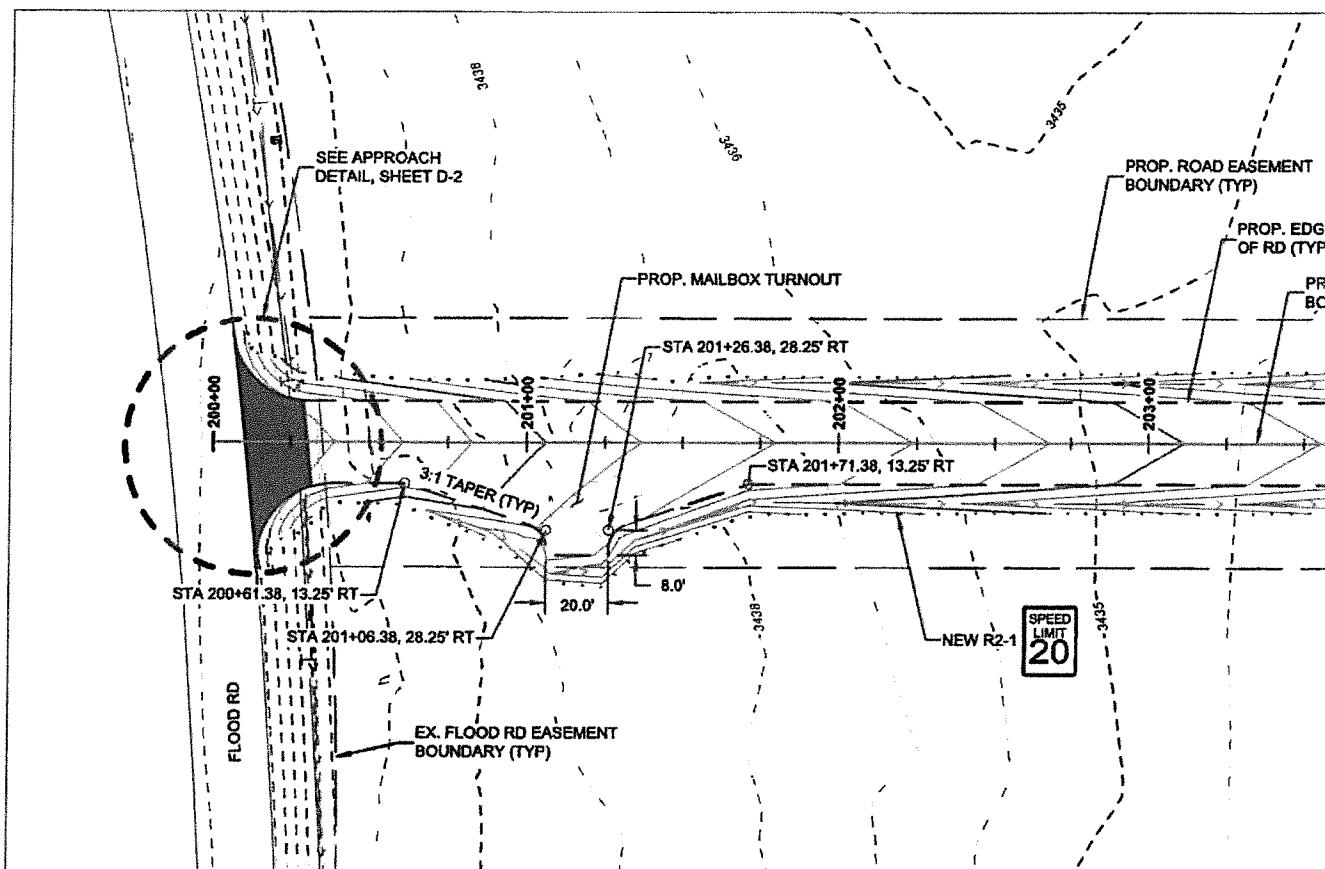
**SECTION A-A**











**EXHIBIT E**  
**Subdivision Improvement Agreement**

## APPENDIX C

### PART I MODEL SUBDIVISION IMPROVEMENT AGREEMENT

The parties to this Subdivision Improvements Agreement ("this agreement") are Higgins Enterprises, LTD ("the subdivider") and Cascade County ("the City" or "the County").

WHEREAS, the subdivider desires to defer construction of improvements described in Attachment (1); and

WHEREAS, the purpose of this Agreement is to protect the City (or County) and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by state law and the City (or County) subdivision regulations.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Effective Date: The effective date of this Agreement is the date that final subdivision plat approval is granted by the City (or County).
2. Attachments: The Attachments cited herein are hereby made a part of this Agreement.

#### Subdivider's Obligations

3. Improvements: The Subdivider shall construct and install, at his own expense, those subdivision improvements listed in Attachment (1) of this Agreement. The Subdivider's obligation to complete the improvements arises upon approval of the final subdivision plat, is not conditioned on the commencement of construction in the development or sale of any lots or improvements within the subdivision, and is independent of any obligations of the City (or County) contained in this Agreement.
4. Security: To secure the performance of his obligations under this Agreement, the Subdivider shall deposit with the City (or County) on or before the effective date, an Irrevocable Letter of Credit (or other financial security acceptable to the local officials) in the amount of \$ 50,000. The letter of credit shall be issued by (lending institution) First Interstate Bank, be payable at sight to the City (or County) at any time upon presentation of (1) a sight draft drawn on the issuing lending institution in the amount up to \$ 10,000, (2) a signed statement or affidavit executed by an authorized City (or County) official stating that the Subdivider is in default under this Agreement; and (3) the original copy of the letter of credit.
5. Standards: The Subdivider shall construct the required improvements according to the standards and specifications required by the City (or County) as specified in Attachment (1) of this Agreement.

6. Warranty: The Subdivider warrants that each and every improvement shall be free from defects for a period of 1 year from the date that the City (or County) accepts the dedication of the last improvement completed by the Subdivider.
7. Commencement and Completion Periods: The Subdivider shall complete all of the required improvements within (2) years from the effective date of this Agreement.
8. Compliance with Law: The Subdivider shall comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

City's (or County's) Obligations

9. Inspection and Certification:
  - A. The City (or County) shall provide for inspection of the improvements as they are completed and, where found acceptable, shall certify those improvements as complying with the standards and specifications set forth in Attachment (1) of this Agreement. The inspection and certification, shall occur within 14 days of notice by the Subdivider that the improvements are complete and that he desires City (or County) inspection and certification. Before requesting City (or County) certification of any improvement the Subdivider shall present to the City (or County) valid lien waivers from all persons providing materials or performing work on the improvement.
  - B. Certification by the City (or County) does not constitute a waiver by the City (or County) of the right to draw funds under the letter of credit in the event defects in or failure of any improvement are found following the certification.
10. Notice of Defect: The City (or County) shall provide timely notice to the Subdivider whenever inspection reveals that an improvement does not conform to the standards and specifications set forth in Attachment (1), or is otherwise defective. The Subdivider shall have 30 days from the date the notice is issued to remedy the defect. The City (or County) may not declare a default under this Agreement during the 30 day remedy period unless the Subdivider clearly indicates he does not intend to correct the defect. The Subdivider shall have no right to correct the defect in, or failure of, any improvement found after the City (or County) accepts dedication of the improvements
11. Reduction of Security: After the acceptance of any improvement, the amount that the City (or County) is entitled to draw on the letter of credit shall be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown in Attachment (1). At the request of the Subdivider, the City (or County) shall execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the letter of credit to the extent of the amount. Upon the certification of all of the improvements the balance that may be drawn under the credit shall be available to the City (or County) for the one year warranty period plus an additional 90 days.
12. Use of Proceeds: The City (or County) shall use funds drawn under the letter of credit only for the purposes of completing the improvements or correcting defects in or failure of the improvements.

18. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, is entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.
19. Third Party Rights: No person or entity who is not party to this Agreement has any right of action under this Agreement, except that if the City (or County) does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City (or County) to exercise its rights.
20. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement is binding on the parties.
21. Time: For the purpose of computing the commencement and completion periods, and time periods for City (or County) action, times in which war, civil disasters, acts of God or extreme weather conditions occur will not be included if the events prevent the Subdivider or the City (or County) from performing the obligations under this Agreement.
22. Assigns: The benefits of this Agreement to the Subdivider may not be assigned without the express written approval of the City (or County). Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the City (or County) to assign its rights under this Agreement.

The City (or County) shall release the original Subdivider's letter of credit if it accepts a new security from any subdivider or lender who obtains the property. However, no action by the City (or County) constitutes a release of the original subdivider from his liability under this Agreement.

23. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.

Dated this 22nd day of August, 2019.

\_\_\_\_\_  
City (or County) Official

Subdivider

HIGGINS ENTERPRISE, LTD by R. Higgins 8-22-201  
Judy Higgins

decline in its value during the guarantee period, must be established by a licensed real estate appraiser or securities broker, as applicable, at the subdivider's expense. The Cascade County Commissioners may reject the use of property as collateral when the property value is unstable, when the property may be difficult to sell, or when other factors exist which will inhibit the exchange of the property for an amount of money sufficient to complete required improvements.

When property is offered as an improvement guarantee, the subdivider shall:

- A. Enter an agreement with the escrow agent instructing the agent to release the property to the Cascade County Commissioners in the case of default. The agreement must be placed on file with the county clerk and recorder.
- B. File with the Cascade County Commissioners an affidavit affirming that the property to be used as a guarantee is free and clear of any encumbrances or liens at the time it is to be put in escrow.
- C. Execute and file with the Cascade County Commissioners an agreement stating that the property to be placed in escrow as an improvement guarantee will not be used for any other purpose, or pledged as a security for any other matter until it is released by the Cascade County Commissioners.

4. Sequential Development

Where a subdivision is to be developed in phased portions, the Cascade County Commissioners may, at its discretion, waive the use of a guarantee on the initial portion, provided that the portion contains no more than 25 lots, or 50 percent of the total number of lots in the proposed subdivision, whichever is less. The Cascade County Commissioners may grant final plat approval to only one portion at a time. The plat approval for each succeeding portion will be contingent upon completion of all improvements in each preceding portion and acceptance of those improvements by the Cascade County Commissioners. Completion of improvements in the final portion of the subdivision must be guaranteed through the use of one of the other methods detailed in this section.

5. Surety Performance Bond

The bond must be executed by a surety company authorized to do business in the State of Montana and acceptable as a surety to the Cascade County Commissioners and countersigned by a Montana agent. The bond must be payable to the County (City) of \_\_\_\_\_. The bond must be in effect until the completed improvements are accepted by the Cascade County Commissioners.

6. Special Improvements District

The Cascade County Commissioners may enter into an agreement with the subdivider, and the owners of the property proposed for subdivision if other than the subdivider, that the installation of required improvements will be financed through a special or rural improvement district created pursuant to Title 7, Chapter 12, MCA. This agreement must provide that no lots within the subdivision shall be sold, rented, or leased, and no contract for the sale of lots executed, before the improvement district has been created.

# CASCADE COUNTY SUBDIVISION REGULATIONS



ADOPTED: JULY 11, 2018

RESOLUTION: 18-55

R0358093

CASCADE COUNTY COMMISSIONERS

JANE WEBER, JOE BRIGGS, JAMES LARSON



P.O. Box 5010  
Great Falls, MT 59403-5010  
406-454-6200  
[www.firstinterstatebank.com](http://www.firstinterstatebank.com)

August 20, 2019

Cascade County Planning Department  
121 4<sup>th</sup> N, Ste 2H  
Great Falls, MT 59401

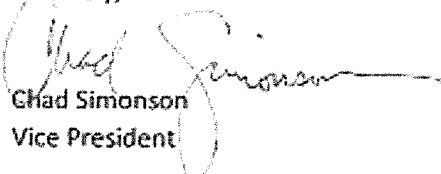
RE: Higgins Enterprises - Rick & Judy Higgins

This letter is to inform you that Higgins Enterprises has been approved for a \$50,000 letter of credit in favor of the Cascade County Planning Department for the completion of fire suppression cistern that is currently under construction at the River Bend housing development. The letter of credit will be in effect until the cistern is completed per your direction or 6 months, whichever comes first.

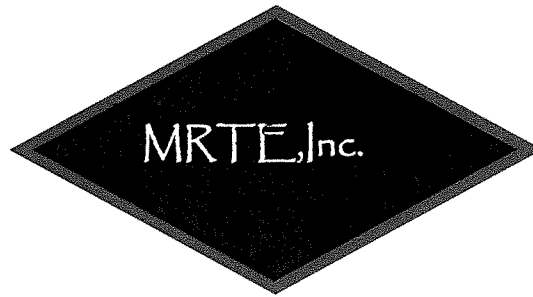
I am currently preparing the official letter of credit and I will have it to you this week.

Please reach out to me if you have any questions or concerns regarding this letter of credit. I can be reached at 406-454-6201 or at [chad.simonson@fib.com](mailto:chad.simonson@fib.com).

Sincerely,

  
Chad Simonson  
Vice President

## **ATTACHMENT 1**



**MRTE, INC**

P.O. Box 538

Black Eagle, MT 59414

(406) 761-5640

(406) 799-8200

August 23rd, 2019

TO: Rick Higgins

ATTN: Rick

RE: River Bend Estates Concrete and Asphalt

**Bid Item #1 Concrete Lid**

The following bid is to supply 6 SK concrete for the lid with dimensions of 4"x 30'x 40' for fire system cistern. (approx. 16 cy @\$123.00)

**Item 1 Total**

***\$1,968.00***

**Bid Item #2 Pavement on Approaches**

The following bid is to pave two 3" asphalt approaches (approx. 700 sf each), includes all labor, equipment, materials and one mobilization.

**Item 2 Total**

***\$4,200.00***

\_\_\_\_\_  
Joe Horner

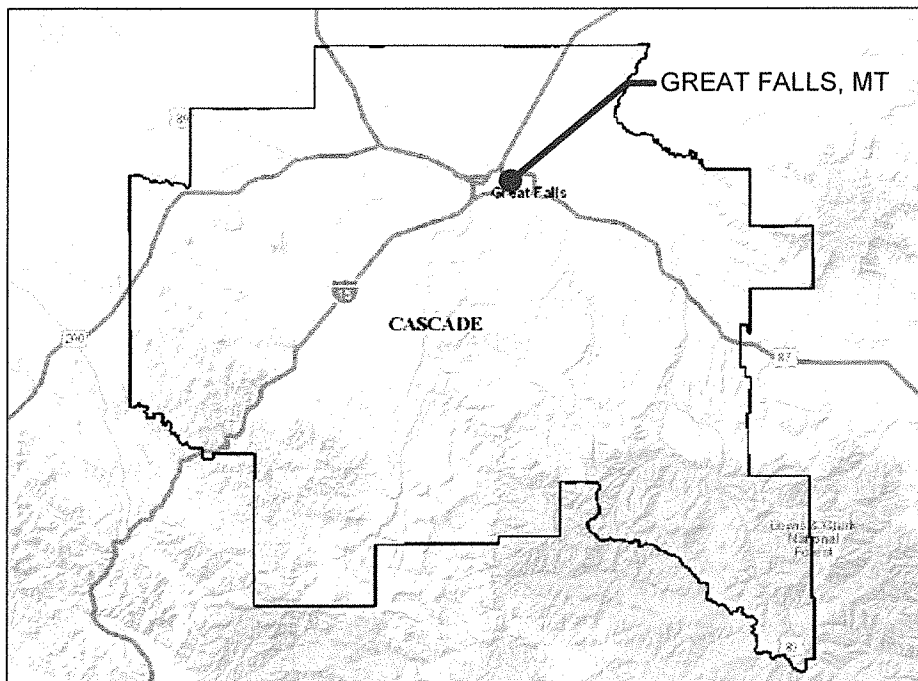
\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by

\_\_\_\_\_  
Date

# RIVER BEI

## VICINITY MAP



SHEET

G-1

G-2

D-1 TO

PP-1

PP-2 TO

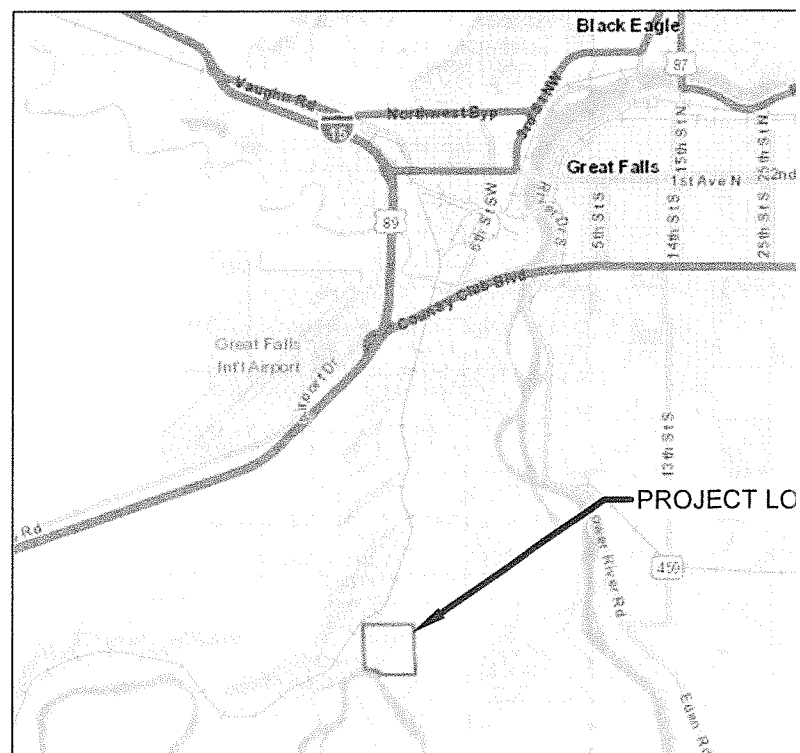
PP-9

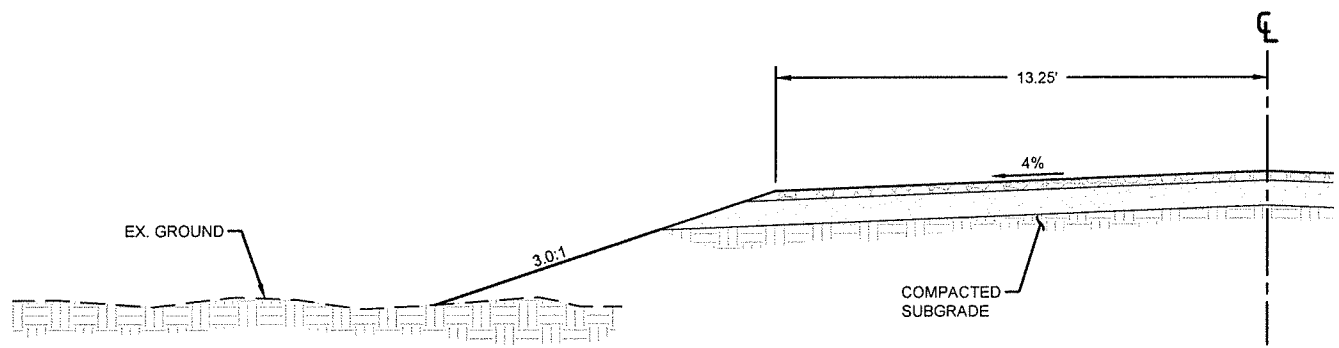
PP-10

## BASIS OF SURVEY

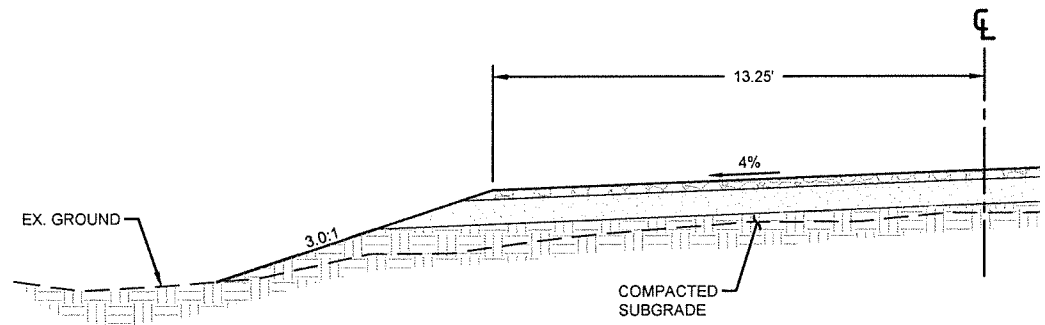
ALL CONTOURS, ELEVATIONS, AND COORDINATES FOR THE PROJECT ARE BASED ON A LOCAL COORDINATE SYSTEM

## GREAT FALLS MONTANA

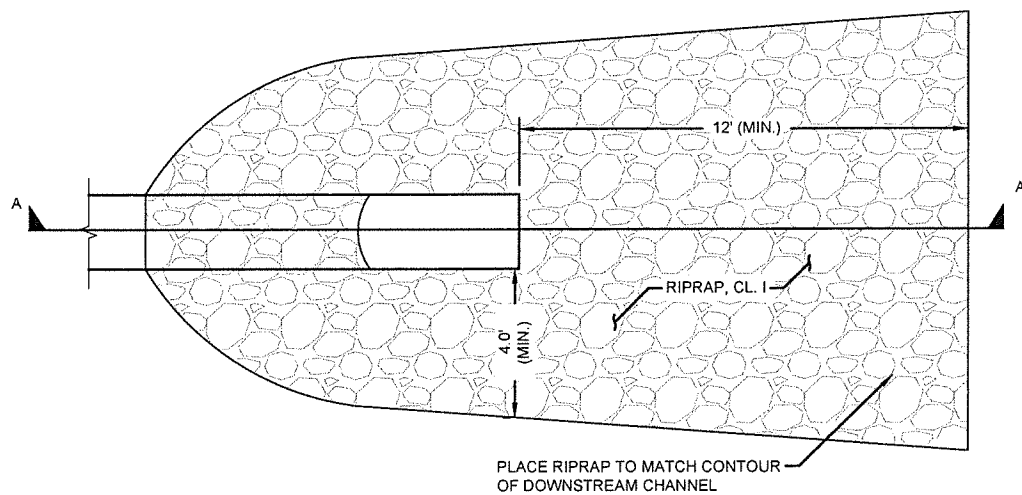




1  
D-1 TYPICAL SECTION

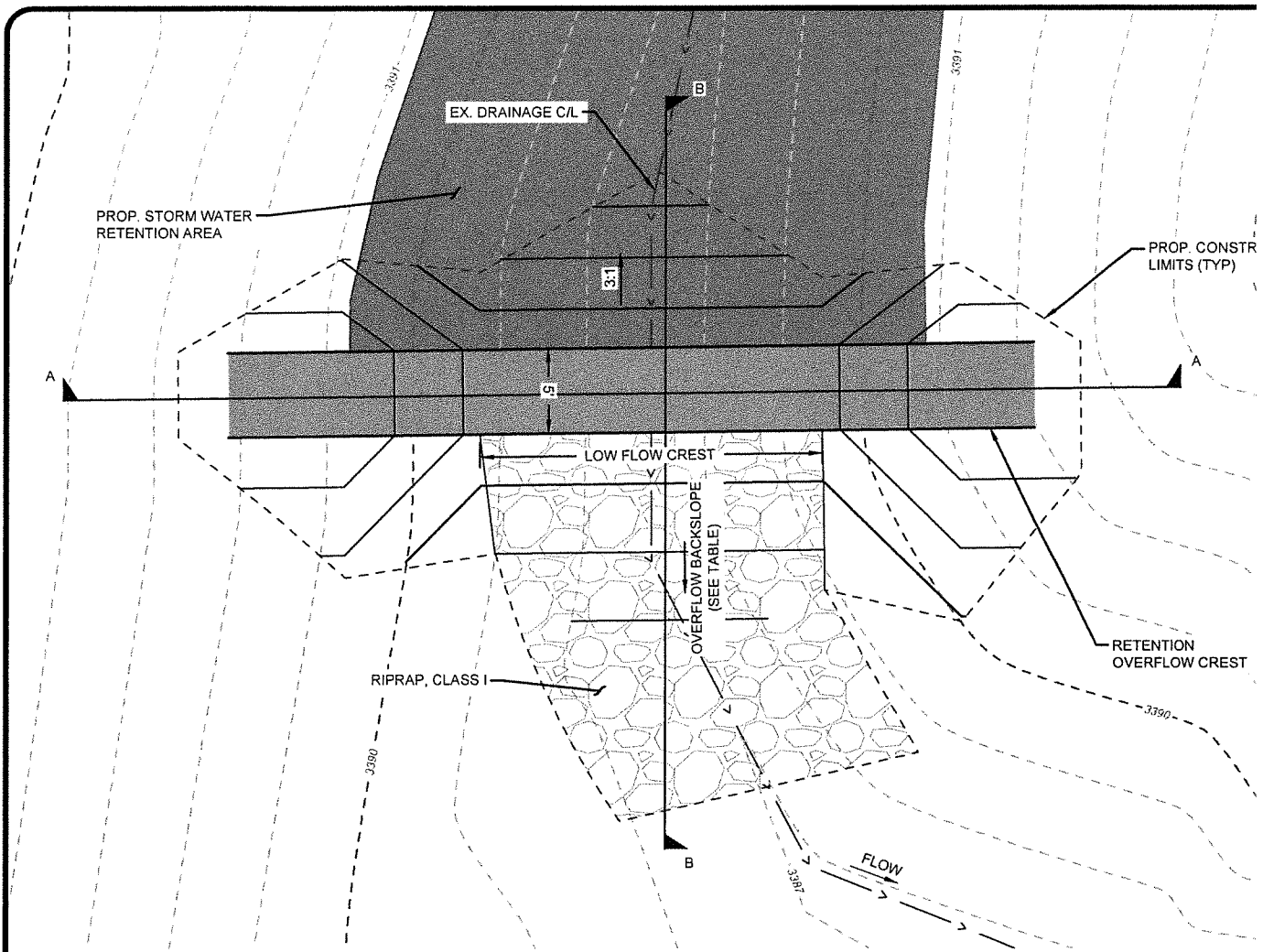


2  
D-1 TYPICAL SECTION  
~ STA. 44+14 - STA. 46+60

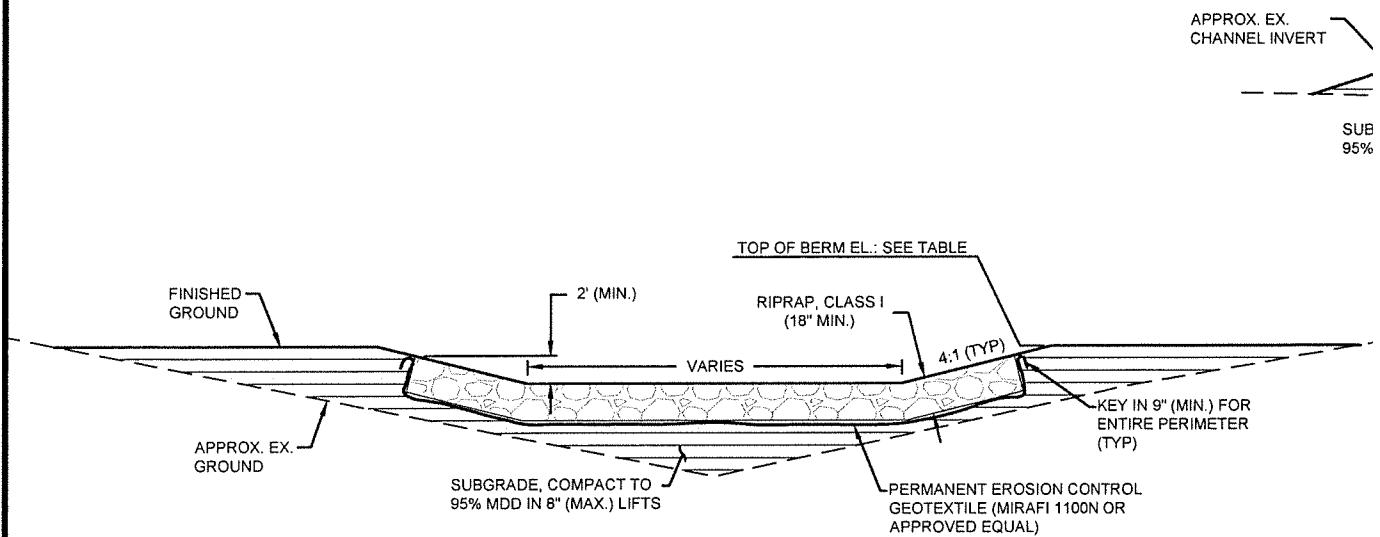


PLAN VIEW

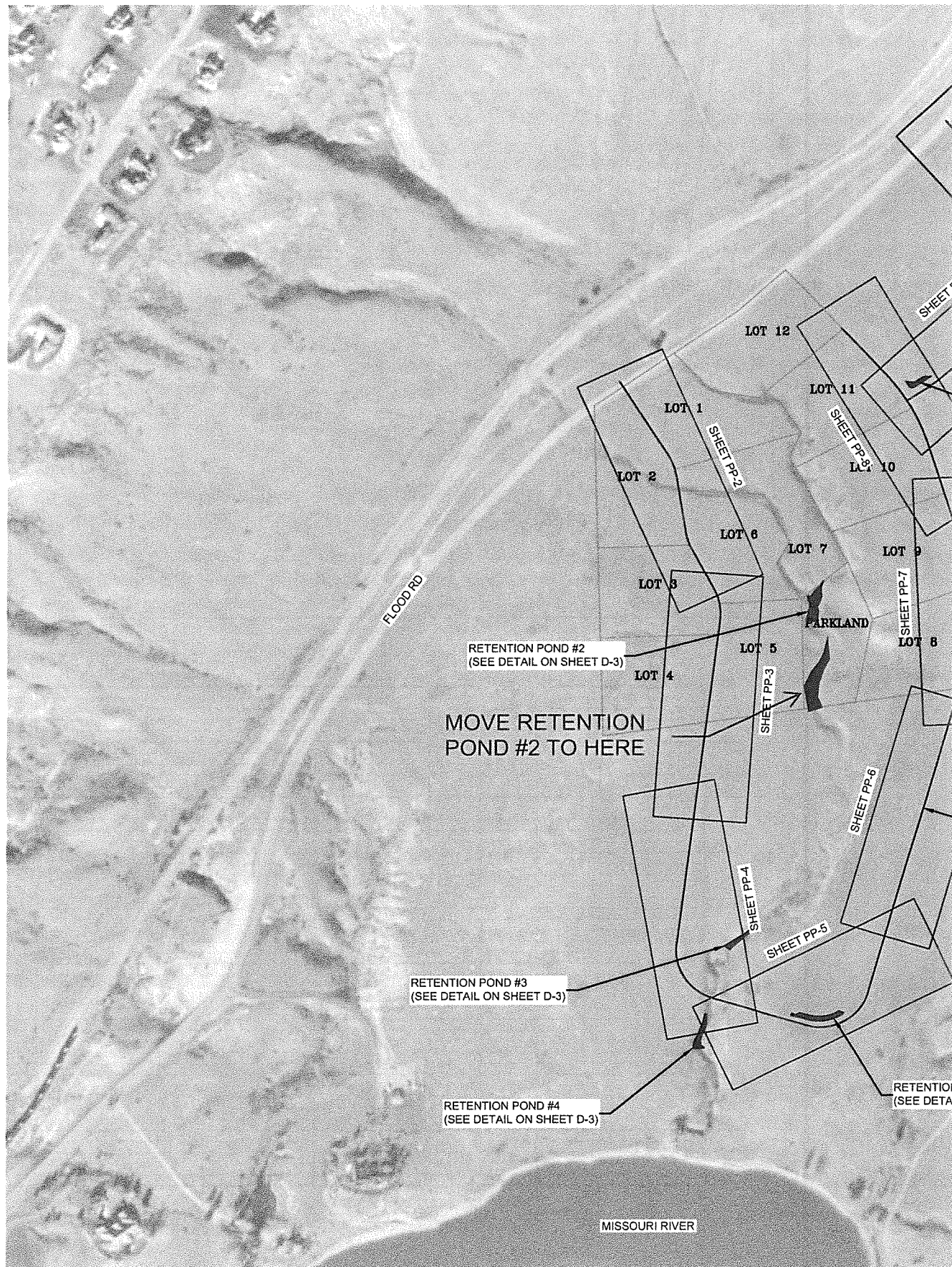
3  
D-1 CULVERT RIPRAP PROTECTION

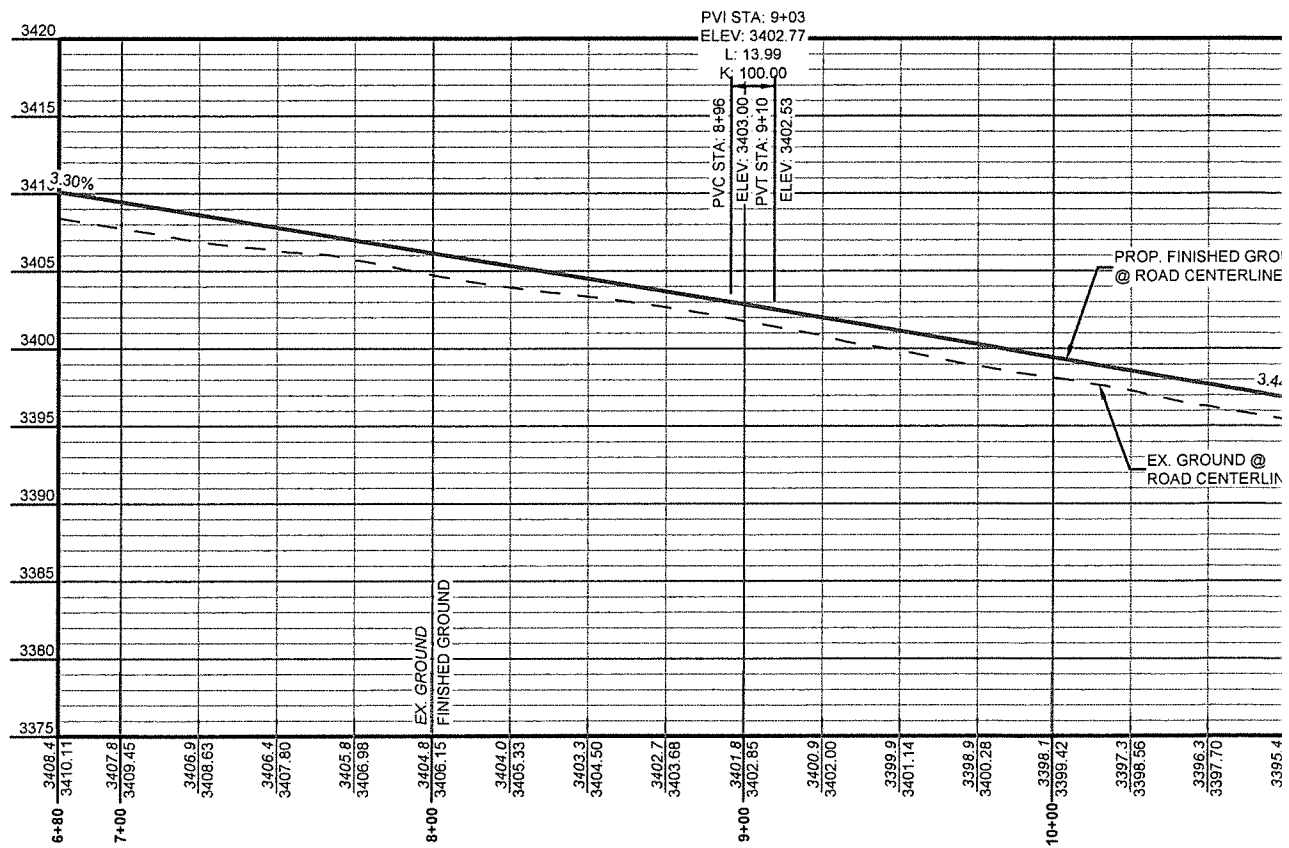
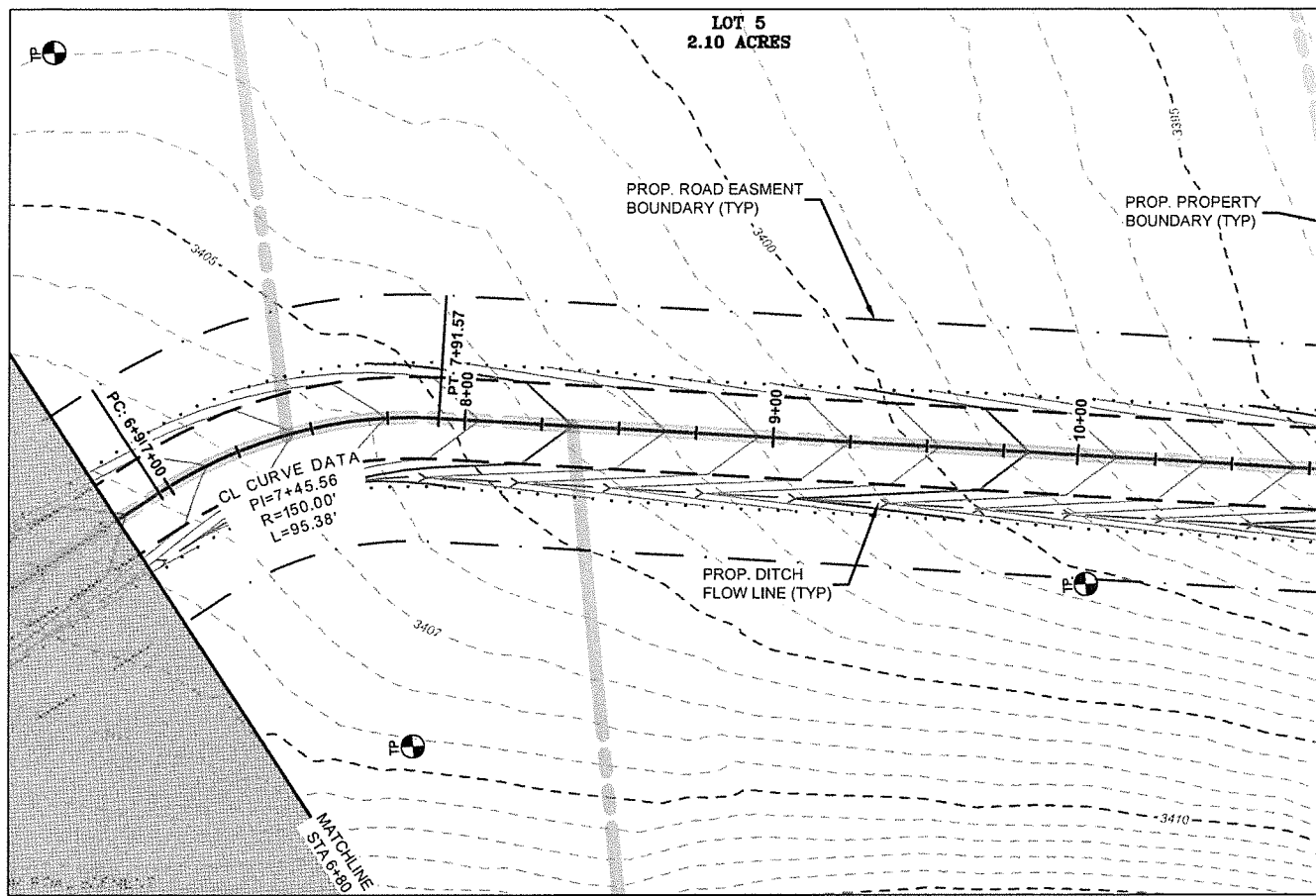


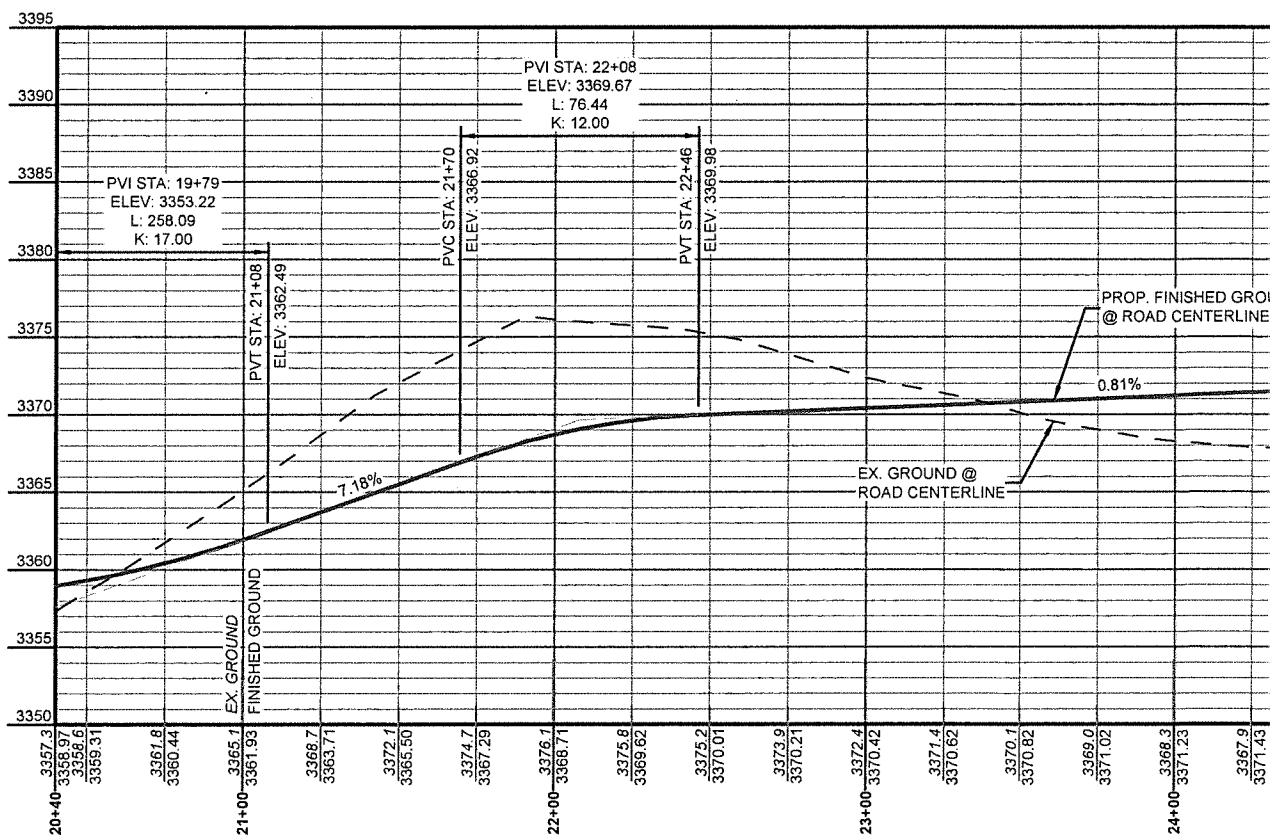
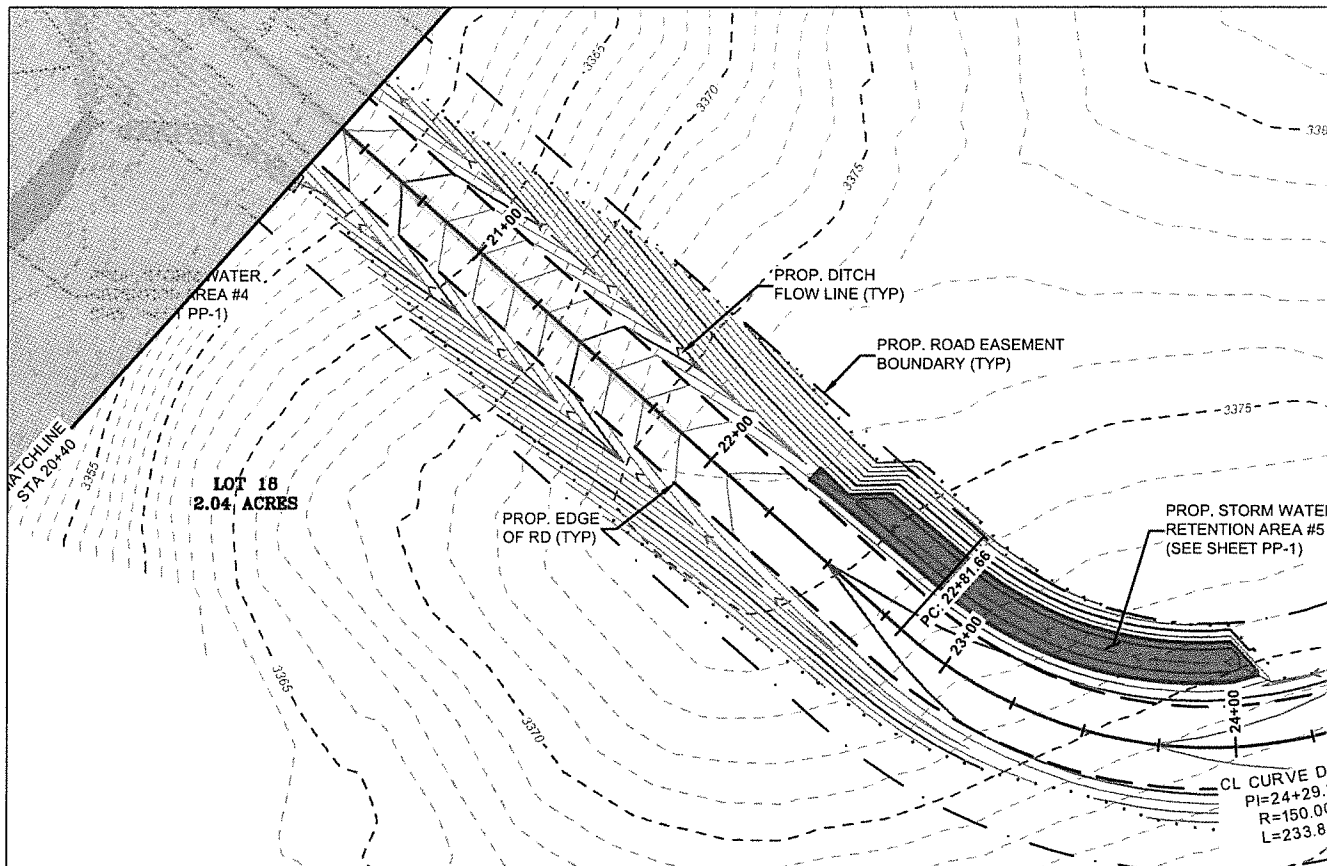
PLAN VIEW

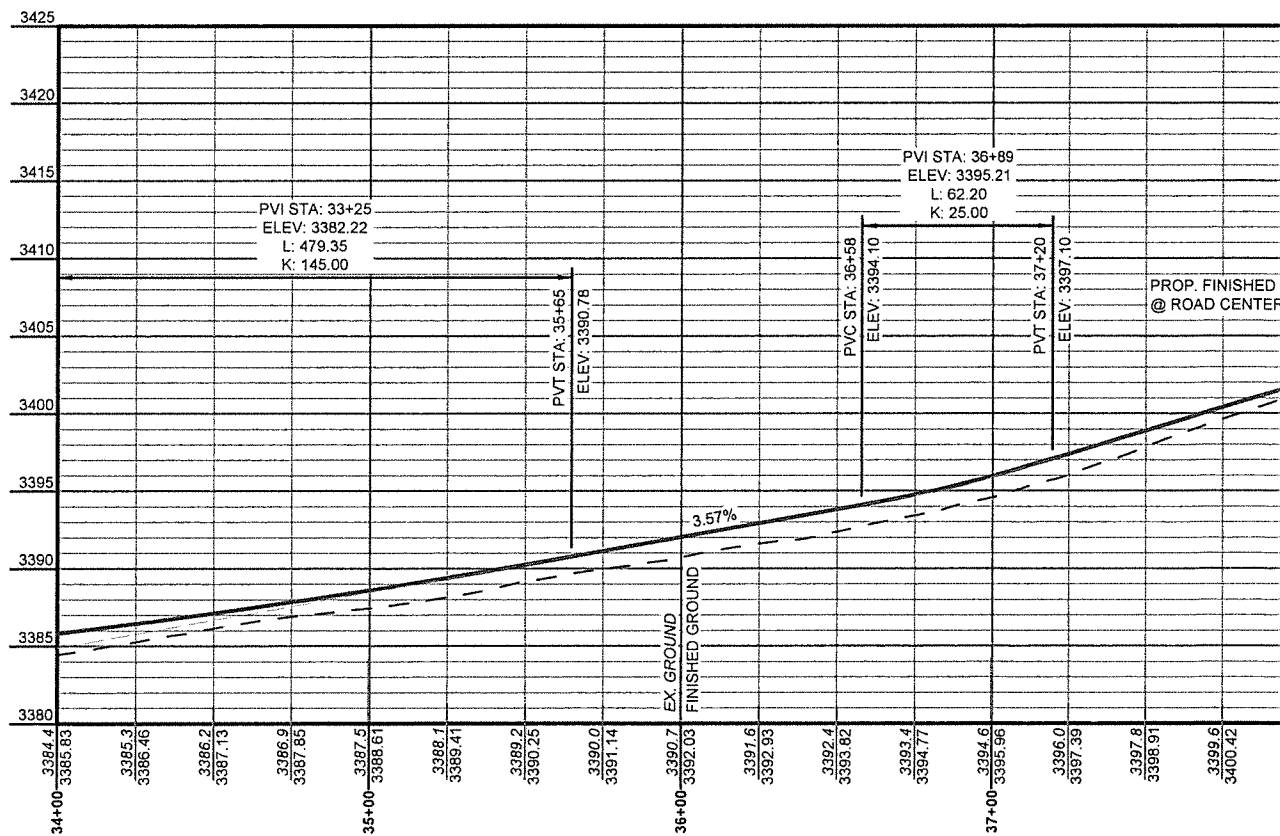
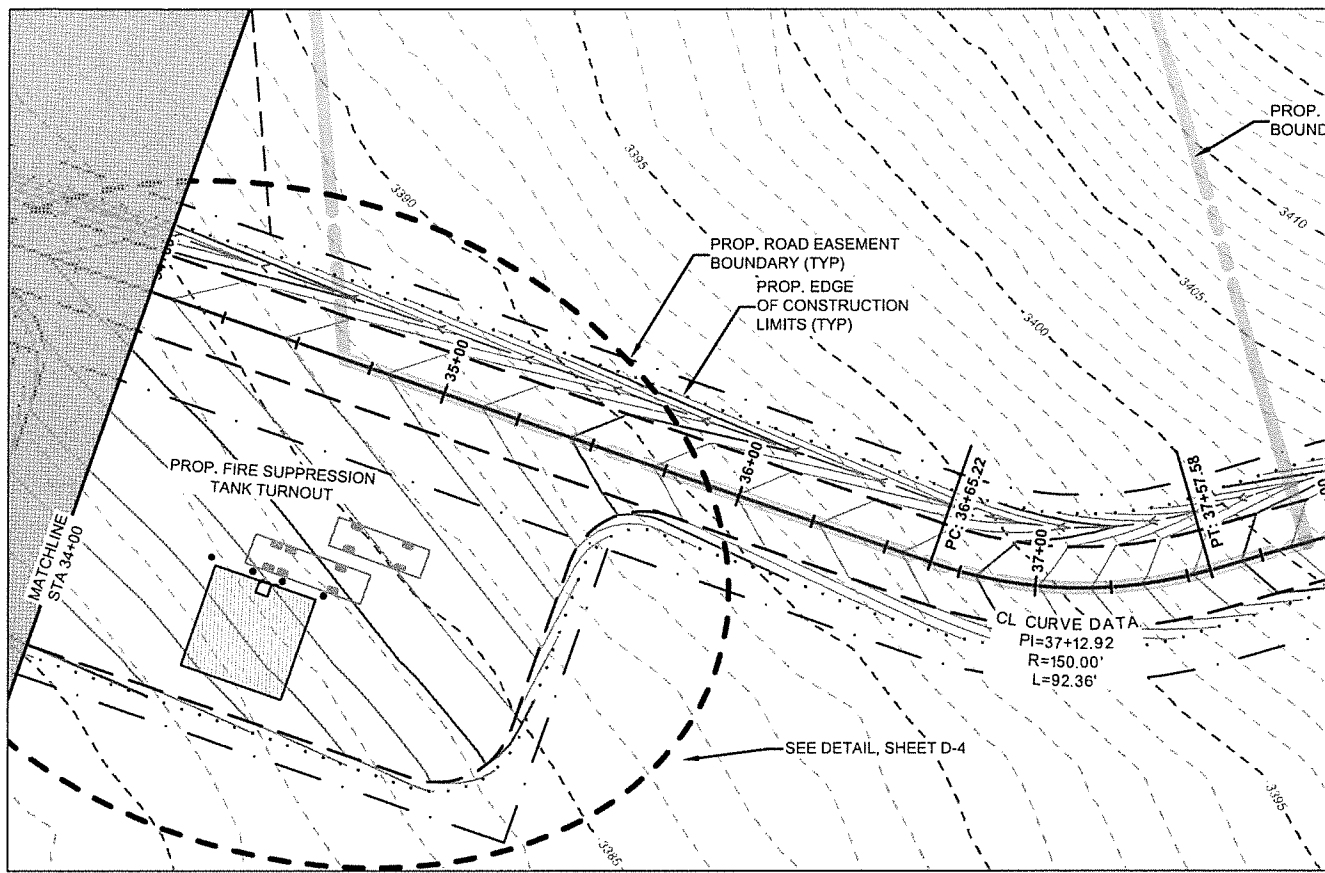


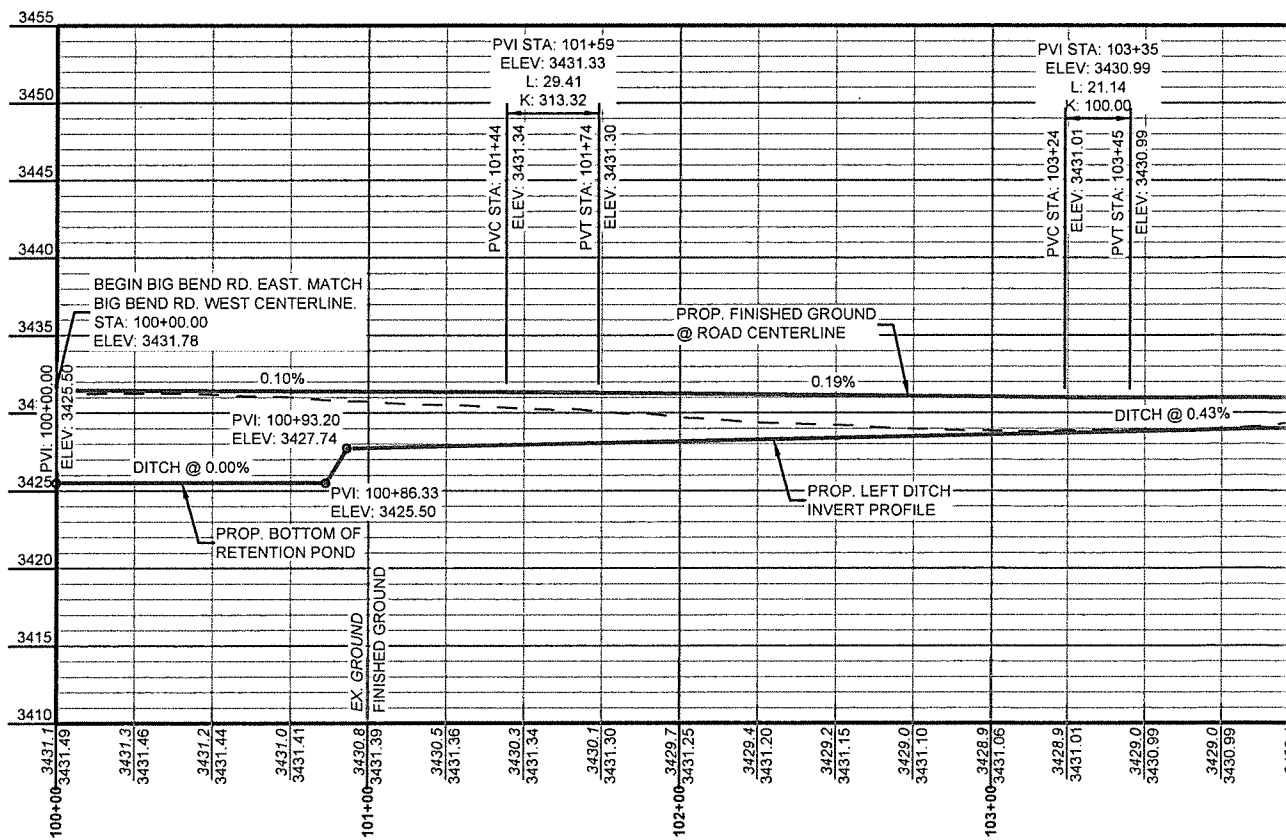
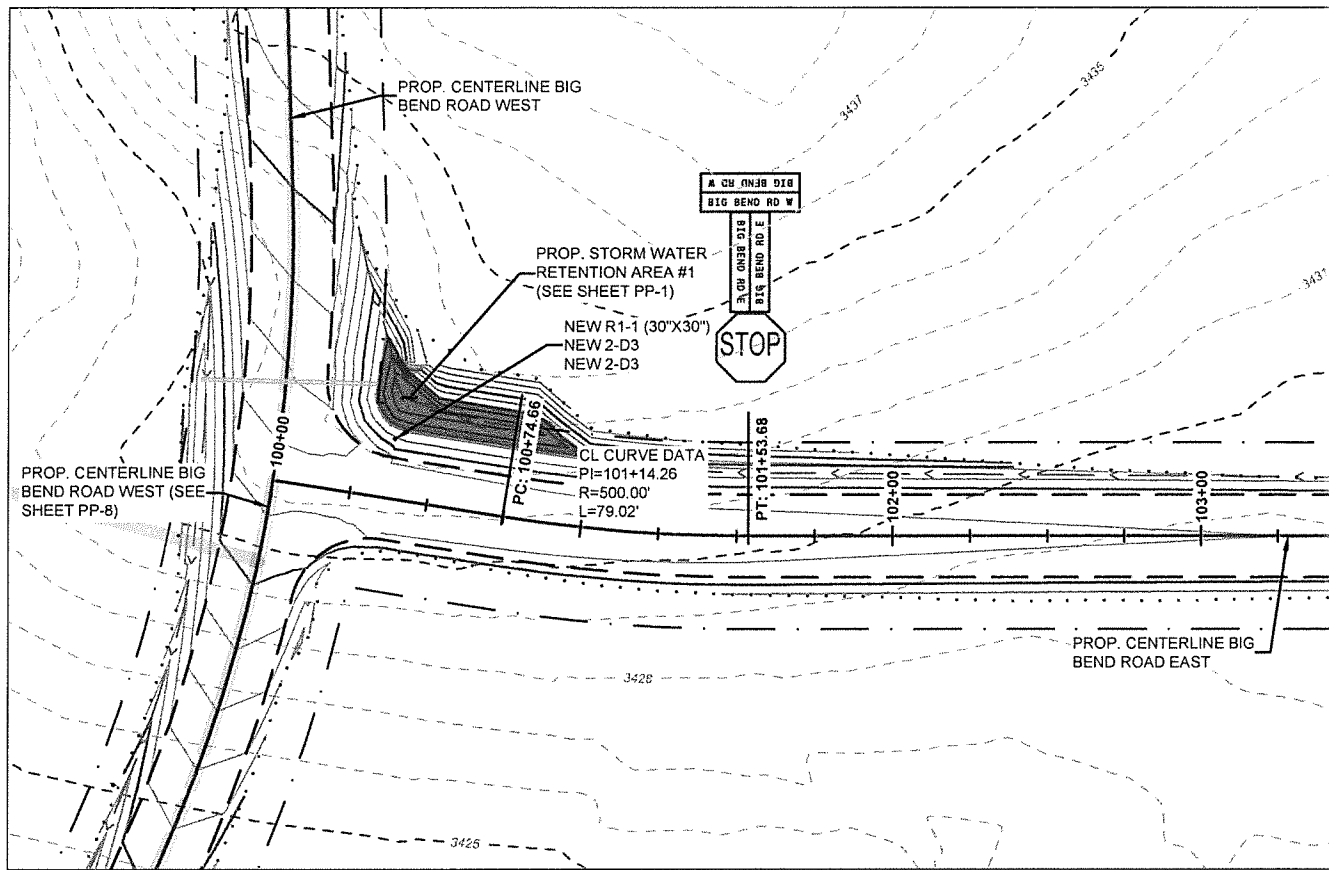
SECTION A-A











**EXHIBIT G**  
**SWPPP Permit**

September 10, 2019

Agenda Item #4

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** A Resolution adopting the Cascade County Sheriff's Office Policy 708 titled "Disposal of Property"

**ACTION REQUESTED:** Approval of Resolution 19-56

**PRESENTED BY:** Undersheriff Cory Reeves

---

**SYNOPSIS:**

Cascade County, through the Cascade County Sheriff's Office, frequently acquires possession of certain tangible personal property items which include confiscated evidence, recovered stolen property, and lost or unclaimed objects. The CCSO stores, safeguards and maintains such Property pending release to rightful owner. There are physical space limitations which necessitate the CCSO to be able to dispose of such Property in instances where the rightful owner does not claim such Property.

**RECOMMENDATION:**

The CCSO recommends that the Commission approve Resolution 19-56, a Resolution adopting the Cascade County Sheriff's Office Policy 708 titled "Disposal of Property".

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 19-56, a Resolution adopting the Cascade County Sheriff's Office Policy 708 titled "Disposal of Property".

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 19-56, a Resolution adopting the Cascade County Sheriff's Office Policy 708 titled "Disposal of Property".

## DISPOSAL OF PROPERTY

### PUPROSE:

Every day various types of personal property come into the possession of the Cascade County Sheriff's Office. These articles include confiscated evidence, recovered stolen property, and lost or unclaimed objects. The purpose of this policy is to outline the applicable laws which establish the procedures for the CCSO to handle and dispose of such personal property.

### **I. PROPERTY SIEZED/USED AS EVIDENCE.**

All property lawfully seized by the CCSO as evidence shall only be disposed of pursuant to Court Order or as otherwise authorized in writing from the County Attorney following case review by the County Attorney's Office.

### **II. UNCLAIMED PROPERTY.**

Unclaimed property that has been seized, confiscated, or otherwise received by the CCSO valued at \$20.00 or more must be preserved to the best of the CCSO's ability while the CCSO has custody over the property. The unclaimed property may be destroyed as allowed or required by local, state, or federal law, returned to the finder, donated, or otherwise sold at public auction as long as the CCSO complies with the following requirements:

- A. Waiting Period. The property must remain unclaimed by the person who may be entitled to it for at least three (3) months from the date of receipt of the property by CCSO.
- B. Notice of Unclaimed Property. After the 3-month waiting period, the CCSO shall publish a *Notice of Unclaimed Property* in a newspaper published in Cascade County or the CCSO website for at least 30 days. The *Notice of Unclaimed Property* must contain a brief description of the property, specify that the listed items are in the custody of the CCSO, and state that any person who may have or claim any interest in the property must report that claim to the CCSO by providing proof of ownership. This notice should also include a statement that any unclaimed property will be sold or otherwise disposed of.
- C. Notice of Disposal. The CCSO must post and publish *Notice of Disposal* for any unclaimed property prior to disposal. This requirement is in addition to the *Notice of Unclaimed Property* mentioned above. The *Notice of Disposal* must:
  - i. Briefly describe the property, specifying that the listed items are in the custody of the CCSO;
  - ii. State how the unclaimed property will be disposed (destroying, returning, donating, or selling at public auction);

- iii. State that any person who may have or claim any interest in the property must report that claim to the CCSO by providing proof of ownership to the CCSO;
- iv. Be published in a newspaper of general circulation within Cascade County at least one time;
- v. Post the *Notice of Disposal* for at least 10 days prior to the time fixed for the destruction, return, donation, or sale at public auction.

**NOTE:** The *Notice of Unclaimed Property* and the *Notice of Sale* may be combined for publication as long as all requirements for both notices have been satisfied.

- D. **Redemption.** At any time prior to the disposal of the unclaimed property, the unclaimed property may be reclaimed by the legal owner upon showing proof of legal ownership. After property has been destroyed, returned, donated, or sold at public auction, the property or the value of the property received is no longer redeemable by the owner or another person entitled to possession.
- E. **Sale of Property.** If property remains unclaimed following proper posting and publishing of both notices, then the property may be sold by the CCSO. The property must be sold at public auction, for cash to the highest bidder. The auction sale may be through a public auction, including a Sheriff's Sale. The CCSO is not required to let the sale lay open after the auction for increased bids or objections, but may deem the sale closed when the purchaser at the sale pays the amount of the accepted bid.
- F. **Electronic Auction.** A sheriff or sheriff's office may sell property through an electronic auction service. This method of sale must comply with the same notification requirements as a public auction described above.
- G. **Proceeds of Sale.** The proceeds realized from the sale of unclaimed property shall be first used to pay the costs and expenses of the sale. Then, any balance remaining from the proceeds shall be paid, within 30 days after the sale to the Cascade County Treasurer into the general fund of Cascade County.
- H. **Liability.** No sheriff, deputies, or other officer shall be liable for any damages or claims arising from the sale or disposition of unclaimed property, provided the sale was conducted in compliance with the provisions of MCA § 7-8-105.

### **III. CLAIMED & FOUND PROPERTY OTHER THAN FIREARMS.**

- A. **Claimed Property.** When a person claims to be the rightful owner of property in the possession of the CCSO, the CCSO should obtain enough information, including identification, to satisfy the CCSO that the person claiming ownership is the rightful owner. If the CCSO had doubts regarding the "claimant," or if more than one person claims the same property, the CCSO should not release the property, unless a court order is obtained.

A copy of the court order must be provided to the CCSO and the CCSO may release the disputed property according to the terms of the order designating the person (or persons) to whom the property belongs.

- B. Found Property. Often citizens find property with no identification as to ownership and turn in this property to the CCSO. When the original owner fails to file a lost property report or otherwise cannot be located, the CCSO must decide whether to return the found property to the citizen or to dispose of it as unclaimed property.

If the original owner is not found, and the finder of the property does not request that the property be returned to him, then the property meets the definition of unclaimed property, and should be disposed of as outlined above. However, if the true owner cannot be found, and the finder does request that the property be returned to him/her, then the property is NOT unclaimed property.

The finder of lost property worth \$10 or more has a duty to use reasonable diligence to inform the owner when suspected or known. If the finder gives the lost property to the CCSO, the CCSO should make reasonable efforts to find the original owner and restore the property to him/her upon a showing of proof of ownership and preserve the property to the best of their ability. The CCSO should keep the property for at least 3 months prior to returning it to the finder. If the CCSO is unsuccessful in locating the original owner, after reasonable efforts, the finder is entitled to the property.

#### IV. UNCLAIMED FIREARMS NOT CONFISCATED OR SEIZED AS TRIAL EVIDENCE.

- A. The CCSO may not destroy an unclaimed firearm and shall sell the firearm to a licensed dealer under the following situation:
- a. If a firearm possessed by the CCSO was not donated to or purchased by the County for County use; **and**
  - b. If it is legal for a private person to own and possess the firearm; **and**
  - c. If the legal owner cannot be determined by the CCSO after reasonable diligence and effort.
- B. The proceeds of the sale must be deposited with the Cascade County Treasurer into the general fund of Cascade County.

## DISPOSAL OF PROPERTY

### PUPROSE:

Every day various types of personal property come into the possession of the Cascade County Sheriff's Office. These articles include confiscated evidence, recovered stolen property, and lost or unclaimed objects. The purpose of this policy is to outline the applicable laws which establish the procedures for the CCSO to handle and dispose of such personal property.

### **I. PROPERTY SIEZED/USED AS EVIDENCE.**

All property lawfully seized by the CCSO as evidence shall only be disposed of pursuant to Court Order or as otherwise authorized in writing from the County Attorney following case review by the County Attorney's Office.

### **II. UNCLAIMED PROPERTY.**

Unclaimed property that has been seized, confiscated, or otherwise received by the CCSO valued at \$20.00 or more must be preserved to the best of the CCSO's ability while the CCSO has custody over the property. The unclaimed property may be destroyed as allowed or required by local, state, or federal law, returned to the finder, donated, or otherwise sold at public auction as long as the CCSO complies with the following requirements:

- A. Waiting Period. The property must remain unclaimed by the person who may be entitled to it for at least three (3) months from the date of receipt of the property by CCSO.
- B. Notice of Unclaimed Property. After the 3-month waiting period, the CCSO shall publish a *Notice of Unclaimed Property* in a newspaper published in Cascade County or the CCSO website for at least 30 days. The *Notice of Unclaimed Property* must contain a brief description of the property, specify that the listed items are in the custody of the CCSO, and state that any person who may have or claim any interest in the property must report that claim to the CCSO by providing proof of ownership. This notice should also include a statement that any unclaimed property will be sold or otherwise disposed of.
- C. Notice of Disposal. The CCSO must post and publish *Notice of Disposal* for any unclaimed property prior to disposal. This requirement is in addition to the *Notice of Unclaimed Property* mentioned above. The *Notice of Disposal* must:
  - i. Briefly describe the property, specifying that the listed items are in the custody of the CCSO;
  - ii. State how the unclaimed property will be disposed (destroying, returning, donating, or selling at public auction);

- iii. State that any person who may have or claim any interest in the property must report that claim to the CCSO by providing proof of ownership to the CCSO;
- iv. Be published in a newspaper of general circulation within Cascade County at least one time;
- v. Post the *Notice of Disposal* for at least 10 days prior to the time fixed for the destruction, return, donation, or sale at public auction.

**NOTE:** The *Notice of Unclaimed Property* and the *Notice of Sale* may be combined for publication as long as all requirements for both notices have been satisfied.

- D. **Redemption.** At any time prior to the disposal of the unclaimed property, the unclaimed property may be reclaimed by the legal owner upon showing proof of legal ownership. After property has been destroyed, returned, donated, or sold at public auction, the property or the value of the property received is no longer redeemable by the owner or another person entitled to possession.
- E. **Sale of Property.** If property remains unclaimed following proper posting and publishing of both notices, then the property may be sold by the CCSO. The property must be sold at public auction, for cash to the highest bidder. The auction sale may be through a public auction, including a Sheriff's Sale. The CCSO is not required to let the sale lay open after the auction for increased bids or objections, but may deem the sale closed when the purchaser at the sale pays the amount of the accepted bid.
- F. **Electronic Auction.** A sheriff or sheriff's office may sell property through an electronic auction service. This method of sale must comply with the same notification requirements as a public auction described above.
- G. **Proceeds of Sale.** The proceeds realized from the sale of unclaimed property shall be first used to pay the costs and expenses of the sale. Then, any balance remaining from the proceeds shall be paid, within 30 days after the sale to the Cascade County Treasurer into the general fund of Cascade County.
- H. **Liability.** No sheriff, deputies, or other officer shall be liable for any damages or claims arising from the sale or disposition of unclaimed property, provided the sale was conducted in compliance with the provisions of MCA § 7-8-105.

### **III. CLAIMED & FOUND PROPERTY OTHER THAN FIREARMS.**

- A. **Claimed Property.** When a person claims to be the rightful owner of property in the possession of the CCSO, the CCSO should obtain enough information, including identification, to satisfy the CCSO that the person claiming ownership is the rightful owner. If the CCSO had doubts regarding the "claimant," or if more than one person claims the same property, the CCSO should not release the property, unless a court order is obtained.

A copy of the court order must be provided to the CCSO and the CCSO may release the disputed property according to the terms of the order designating the person (or persons) to whom the property belongs.

- B. Found Property. Often citizens find property with no identification as to ownership and turn in this property to the CCSO. When the original owner fails to file a lost property report or otherwise cannot be located, the CCSO must decide whether to return the found property to the citizen or to dispose of it as unclaimed property.

If the original owner is not found, and the finder of the property does not request that the property be returned to him, then the property meets the definition of unclaimed property, and should be disposed of as outlined above. However, if the true owner cannot be found, and the finder does request that the property be returned to him/her, then the property is NOT unclaimed property.

The finder of lost property worth \$10 or more has a duty to use reasonable diligence to inform the owner when suspected or known. If the finder gives the lost property to the CCSO, the CCSO should make reasonable efforts to find the original owner and restore the property to him/her upon a showing of proof of ownership and preserve the property to the best of their ability. The CCSO should keep the property for at least 3 months prior to returning it to the finder. If the CCSO is unsuccessful in locating the original owner, after reasonable efforts, the finder is entitled to the property.

#### IV. UNCLAIMED FIREARMS NOT CONFISCATED OR SEIZED AS TRIAL EVIDENCE.

- A. The CCSO may not destroy an unclaimed firearm and shall sell the firearm to a licensed dealer under the following situation:
- a. If a firearm possessed by the CCSO was not donated to or purchased by the County for County use; **and**
  - b. If it is legal for a private person to own and possess the firearm; **and**
  - c. If the legal owner cannot be determined by the CCSO after reasonable diligence and effort.
- B. The proceeds of the sale must be deposited with the Cascade County Treasurer into the general fund of Cascade County.